

**MASTER AGREEMENT**

**BETWEEN**

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

**AND**

**THE CITY OF KEENE**

**JULY 1, 2010 – JUNE 30, 2012**

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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 to which this Agreement is applicable 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 (PT), Account Clerk II, Animal Control Officer, Airport Maintenance Technician, Airport Operations and Maintenance Foreman, Assessing Technician, Automation Specialist, Building Mechanic, Caseworker, Code Enforcement Officer, Custodian, Dept. Secretary, 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, Secretary I, Secretary I (PT), and Storekeeper. Excluded are the secretarial positions in the Human Resources, Legal 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.

## **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.

## **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, Animal Control Officer, Parking Enforcement Officer, and Storekeeper.

**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, Assessing Technician, Automation Specialist, Caseworker, Code Enforcement Officer, Department Secretary, Deputy Tax Collector, Permit Technician, Plans Examiner, Sanitarian, Secretary I. 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 will be paid at time and one-half or compensatory time at time and one-half and may be granted with the approval of the department head or designee.

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, 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, Storekeeper, 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 for all employees in the respective classifications shall be adjusted as follows: (**Appendices A-1 to A-2**)

<b>July 1, 2010</b>	<b>3.0% COLA</b>
<b>July 1, 2011</b>	<b>2.65% COLA</b>

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 1<sup>st</sup>, 2010.

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. 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 made available as of July 1, 2004 to members of this bargaining unit. The current plan is provided through CIGNA as referenced in the attached Summary of Benefits at **Appendices B-1, B-2 and B-3**. The City shall retain the right to obtain this coverage from any carrier, network provider and /or third party administrator. Option 1 (as offered effective December 1, 2003) will not be available to members of this bargaining unit after November 30, 2005.

**SECTION 2** The City will pay eighty-five percent (85.0%) of the cost of Option II (described in Appendix B-2) 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 85% of Option II, if any. In the event that eighty-five percent (85%) of the cost of Option II 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.

Effective December 1, 2010, the City will pay eighty-four percent (84.0%) of the cost of Option II (described in Appendix B-2) 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 84% of Option II, if any. In the event that eighty-four percent (84%) of the cost of Option II 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.

Effective December 1, 2011, the City will pay eighty-three percent (83.0%) of the cost of Option II (described in Appendix B-2) 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 83% of Option II, if any. In the event that eighty-three percent (83%) of the cost of Option II 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.

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 they 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. 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 reimbursement of up to at least \$200 every other year for eyewear in addition to insurance coverage provided by the City.

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.

## 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 1<sup>st</sup>), Independence Day (July 4<sup>th</sup>), Easter, Thanksgiving Day (Fourth Thursday in November) and/or Christmas Day (December 25<sup>th</sup>) 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**

		Accumulation	
<u>Years of Service</u>		<u>hours</u>	<u>days</u>
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**

		Accumulation	
<u>Years of Service</u>		<u>hours</u>	<u>days</u>
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, parent, brother, sister, father-in-law, mother-in-law, or relative living in the employee's household. Up to one day of funeral leave with pay may be granted for the death of the employee's grandparent. 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, 2010 through June 30, 2012. Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing by registered mail between January 15th and February 15th of 2012 or any subsequent year of the contract. If such notice is given in accordance with the above by either party in 2012 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 16<sup>TH</sup> day of August, 2010

FOR THE CITY OF KEENE:



John A. MacLean  
City Manager

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



Sherril Beckta  
President

ATTEST: Aug 16, 2010



City Clerk

**APPENDIX A-1**  
**WAGES**

<b>GRADE</b>	<b>STEP</b>	<b><u>Annual Salary (S) Schedule</u></b>					
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
6		\$32,241	\$33,692	\$35,210	\$36,793	\$38,449	\$40,179
7		\$33,692	\$35,210	\$36,793	\$38,449	\$40,179	\$41,987
8		\$35,210	\$36,793	\$38,449	\$40,179	\$41,987	\$43,878
9		\$36,791	\$38,446	\$40,176	\$41,984	\$43,873	\$45,847
10		\$38,449	\$40,179	\$41,987	\$43,878	\$45,853	\$47,916
11		\$40,179	\$41,987	\$43,878	\$45,853	\$47,916	\$50,071
12		\$41,987	\$43,878	\$45,853	\$47,916	\$50,071	\$52,325
15		\$47,916	\$50,071	\$52,325	\$54,679	\$57,140	\$59,711
17		\$52,325	\$54,679	\$57,140	\$59,711	\$62,399	\$65,207

**GRADE ALLOCATION**

**ANNUAL SALARY SCHEDULE**

- 6 Account Clerk I, Secretary I
- 7 Storekeeper, Account Clerk II, Department Secretary, Parking Enforcement Officer
- 8 Police Dispatcher
- 9 Permit Technician
- 10 Laboratory Technician, Automation Specialist, Assessing Technician, Deputy Tax Collector
- 11 Housing Inspector, Animal Control Officer
- 12 Caseworker, Industrial Pretreatment Coordinator
- 15 Laboratory Technician II, Sanitarian, Code Enforcement Officer, Help Desk Technician
- 17 Plans Examiner



**Hourly Schedule (H)**

<b>GRADE</b>	<b>STEP</b>			
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
5	\$16.23	\$16.96	\$17.72	\$18.52
7	\$17.72	\$18.52	\$19.34	\$20.22
8	\$18.52	\$19.34	\$20.22	\$21.13
9	\$19.34	\$20.22	\$21.13	\$22.07
12	\$22.07	\$23.07	\$24.10	\$25.17

**GRADE ALLOCATION**

**HOURLY SCHEDULE**

- 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

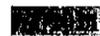
**APPENDIX A-2**  
**WAGES**

<b>GRADE</b>	<b>Annual Salary (\$)</b> Schedule					
	<b>STEP 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
6	\$33,095	\$34,585	\$36,143	\$37,768	\$39,468	\$41,244
7	\$34,585	\$36,143	\$37,768	\$39,468	\$41,244	\$43,100
8	\$36,143	\$37,768	\$39,468	\$41,244	\$43,100	\$45,041
9	\$37,766	\$39,465	\$41,241	\$43,096	\$45,035	\$47,062
10	\$39,468	\$41,244	\$43,100	\$45,041	\$47,068	\$49,185
11	\$41,244	\$43,100	\$45,041	\$47,068	\$49,185	\$51,398
12	\$43,100	\$45,041	\$47,068	\$49,185	\$51,398	\$53,712
15	\$49,185	\$51,398	\$53,712	\$56,128	\$58,654	\$61,294
17	\$53,712	\$56,128	\$58,654	\$61,294	\$64,053	\$66,935

**GRADE ALLOCATION**

**ANNUAL SALARY SCHEDULE**

6	Account Clerk I, Secretary I
7	Storekeeper, Account Clerk II, Department Secretary, Parking Enforcement Officer
8	Police Dispatcher
9	Permit Technician
10	Laboratory Technician, Automation Specialist, Assessing Technician, Deputy Tax Collector
11	Housing Inspector, Animal Control Officer
12	Caseworker, Industrial Pretreatment Coordinator
15	Laboratory Technician II, Sanitarian, Code Enforcement Officer, Help Desk Technician
17	Plans Examiner



**Hourly Schedule (H)**

<b>GRADE</b>	<b>STEP</b>			
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
5	\$16.66	\$17.41	\$18.19	\$19.01
7	\$18.19	\$19.01	\$19.86	\$20.75
8	\$19.01	\$19.86	\$20.75	\$21.69
9	\$19.86	\$20.75	\$21.69	\$22.66
12	\$22.66	\$23.68	\$24.74	\$25.84

**GRADE ALLOCATION**

**HOURLY SCHEDULE**

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

# APPENDIX B-1

## OPTION 1 Medical Schedule of Benefits Effective Date December 1, 2004

B-1

### SUMMARY OF BENEFITS

Your CIGNA HealthCare PPO plan (Option 1)



CIGNA HealthCare

#### Features that Add Value

- The CIGNA HealthCare 24-Hour Health Information Line<sup>SM</sup> connects you to registered nurses and a library of hundreds of recorded programs on important health topics 24 hours a day, 7 days a week, from anywhere in the U.S.
- CIGNA HealthCare *Healthy Rewards*<sup>®</sup> includes special offers for discounts on health-related products and services. Just call 1.800.870.3470 or visit our web site at [www.cigna.com](http://www.cigna.com).
- Prescription drug coverage is a part of your plan. More than 50,000 pharmacies participate nationwide, so you can have your prescription filled wherever you go. Mail-order service means quick, convenient delivery of your medications right to your home.

#### Quality Service Is Part of Quality Care

- **Responsive service** – Customer Service representatives have the authority to solve problems on the phone, usually on the first call.
- **[www.cigna.com](http://www.cigna.com)** – Visit our interactive Web site to learn more about your plan and get health information, 24 hours a day.
- **We Speak Many Languages<sup>SM</sup>**. We offer the Language Line Services so that you can talk with us in 140 different languages. Just call Customer Service, and ask for an interpreter to assist you.

#### It's Your Health

When you choose CIGNA HealthCare, you can take advantage of our health and wellness programs

- Preventive care services for your children through age 2 and any additional preventive care benefits described in the Benefits Highlights.
- The CIGNA HealthCare Well-Aware Program for Better Health<sup>®</sup> can help you manage certain chronic conditions.
- The CIGNA HealthCare Healthy Babies<sup>®</sup> program provides you with education and support to help you have a healthy pregnancy and a healthy baby.

#### You Can Depend on CIGNA HealthCare

- **Quality comes first.** We select "preferred providers" carefully. And we make sure you have a wide range of doctors to choose from.
- **Emergency and urgent care are covered** wherever you go, worldwide, 24 hours a day.

#### It's Your Choice

- You get access to quality care at the lowest out-of-pocket costs available under your plan by seeing network providers. You also get the freedom to choose the providers you prefer — even if they aren't part of the network. Your benefits are the highest when you see "preferred providers", but you're still covered for visits to other providers.

#### For Employees of City of Keene

<b>BENEFIT HIGHLIGHTS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<i>Doctor Office Visit</i> <i>Routine Preventive Care</i>	\$5 copayment per office visit. No charge for x-ray/lab if billed by a separate outpatient facility No charge	20% of charges**
<i>Immunizations</i> <i>Adult/Child Medical Care for Illness or Injury</i> <i>Surgery Performed in the Physician's Office</i>	\$5 copayment per office visit No charge No charge	20% of charges** 20% of charges** 20% of charges**
<i>Routine Mammograms, PSA, Pap Test</i>	No charge	20% of charges**
<i>Specialty Physician Office Visit</i> <i>Office Visits-Consultant and Physician Services</i>	\$5 copayment per office visit;	20% of charges**
<i>Allergy Treatment/Injections</i> <i>Allergy Serum (dispensed by physician in office)</i> <i>Surgery Performed in the Physician's Office</i>	\$5 copayment for office visit or actual charge, whichever is less No charge No charge	20% of charges** 20% of charges** 20% of charges**
<i>Outpatient Preadmission Testing</i> <i>Office Visit - PCP or Specialty Physician</i>	\$5 copayment per office visit; No charge for x-ray/lab if billed by separate outpatient facility	20% of charges**
<i>Outpatient Hospital Facility</i> <i>Independent X-Ray/Lab Facility</i>	No charge No charge	20% of charges** 20% of charges**
<i>Inpatient Hospital Services including:</i> <i>Semi-Private Room and Board</i> <i>Diagnostic/Therapeutic Lab and X-ray</i> <i>Drugs and Medication</i> <i>Operating and Recovery Room</i> <i>Radiation Therapy and Chemotherapy</i> <i>Anesthesia and Inhalation Therapy</i>	No charge Precertification required	20% of charges** per admission Precertification required
<i>Inpatient Hospital Doctor's Visits/Consultations</i> <i>Inpatient Hospital Professional Services</i>	No charge No charge	20% of charges** 20% of charges**
<i>Outpatient Facility Services includes:</i> <i>Operating Room, Recovery Room, Procedure Room and Treatment Room including:</i> <i>Diagnostic/Therapeutic Lab and X-rays</i> <i>Anesthesia and Inhalation Therapy</i> <i>Physician &amp; Outpatient Professional Services</i>	No charge	20% of charges**
<i>Laboratory and Radiology Services</i> <i>MRIs, CAT Scans and PET Scans</i> <i>Other Laboratory and Radiology Services</i> <i>Outpatient Hospital Facility</i> <i>Independent X-ray and/or Lab Facility</i>	No charge	20% of charges**
<i>Routine Vision Care</i>	See Vision Plan Benefits	See Vision Plan Benefits
<i>Short-Term Rehabilitative Therapy and Chiropractic Services—(includes cardiac rehab, physical, speech, and occupational therapy)</i>	\$5 copayment per office visit	20% of charges**
<i>Chiropractic Services</i>	\$5 copayment per office visit	\$5 copayment per office visit
<i>Prescription Drugs-CIGNA Pharmacy Retail Drug Program</i> <i>Includes oral contraceptives and contraceptive devices</i>  <i>CIGNA Tel-Drug Mail Order Drug Program</i>	\$3 per 30-day supply for generic drugs \$3 per 30-day supply for preferred brand-name drugs  \$1 per 90-day supply for generic drugs \$1 per 90-day supply for preferred brand-name drugs	40% of charges, no deductible for generic drugs 40% of charges, no deductible for preferred brand-name drugs  Covered in-network only Covered in-network only

PPO2004

<b>BENEFIT HIGHLIGHTS</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Emergency and Urgent Care Services</b> Physician's Office - PCP or Specialty Physician Hospital Emergency Room or Urgent Care Facility  Ambulance	\$5 copayment per office visit \$25 copayment per visit (copay waived if admitted) No charge	Care will be provided at in-network levels if it meets the "prudent layperson" definition of an emergency.
<b>Maternity Care Services</b> Initial Office Visit to Confirm Pregnancy All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges Inpatient Hospital/Birthing Center Charges	\$5 copayment for initial office visit No charge No charge, precertification required No charge	20% of charges** 20% of charges** 20% of charges**, precertification required 20% if charges**
<b>Inpatient Services at Other Health Care Facilities</b> Skilled Nursing, Rehabilitation and Sub-Acute Facilities	No charge	20% of charges**
<b>Home Health Services - 100 days per year</b>	No charge	20% of charges**
<b>Family Planning Services</b> Office Visits (tests, counseling)	\$5 copayment per office visit; No charge for x-ray/lab if billed by separate outpatient facility	20% of charges**
<b>Vasectomy/Tubal Ligation (excludes reversals)</b> Inpatient Facility	No charge, precertification required No charge	20% of charges*, precertification required 20% of charges**
<b>Outpatient Facility</b> Physician's Services	No charge No charge	20% of charges** 20% of charges**
<b>Infertility Services</b>	Not covered	Not covered
<b>Mental Health Services and Substance Abuse Treatment</b> Inpatient -  Outpatient  (Alcohol and substance abuse treatment limited to \$25,000 lifetime maximum per member)	No charge, precertification required  \$5 copayment per office visit	20% of charges*, precertification required  20% of charges**
<b>Durable Medical Equipment</b> (maximum dollar benefits may apply; refer to summary plan description)	No charge	20% of charges**
<b>External Prosthetic Appliances</b>  \$200 EPA deductible per calendar year \$1,000 maximum per calendar year*	No charge	20% of charges**
<b>OTHER BENEFIT INFORMATION</b>		
<b>Annual Deductible</b> Individual/Family	None/None	\$150/\$450
<b>Annual Out-of-Pocket Maximum</b> Individual/Family	None/None	\$1,050/\$3,150 excluding deductible
<b>Coinsurance</b>	CIGNA HealthCare pays 100% of eligible charges. You pay 0% of charges.	CIGNA HealthCare pays 80% of eligible charges. You pay 20% of charges after plan deductible.
<b>Precertification (Inpatient)</b>	Participant must obtain approval	Participant must obtain approval
<b>Lifetime Maximum</b>	Unlimited#	\$1,000,000#
<b>Pre-existing Condition Limitation</b>	No	Yes

\*Services are subject to calendar year deductible \*\* Services are subject to calendar year deductible and reasonable and customary charge limitations.  
# In-network and out-of-network services apply to the same treatment or dollar maximum.

PTO2004

**Footnotes:**

**Regarding In-Network and Out-of-Network Services:**

• Once the out-of-pocket maximum is reached (out of network services only), the plan pays 100% of eligible charges for the remainder of the plan year, except for Mental Health and Substance Abuse which continue to be paid at the levels specified.

• All inpatient hospital admissions require Preadmission Certification and Continued Stay Review. Failure to obtain Preadmission Certification and/or Continued Stay Review may result in non-compliance penalties and/or reduction of benefits. Call the toll-free number on your CIGNA HealthCare ID Card

• Coverage for pre-existing conditions will not be covered under this plan unless continuously insured for one year.  
Regarding In-Network Services: All services must be provided by one of the preferred providers on our list in order to be covered at in-network levels  
Regarding Out-of-Network Services: Your out-of-pocket costs will be higher than with a preferred provider.

**Case Management**

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

**Benefit Exclusions.**

These are examples of the exclusions in your plan. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control.

Your plan provides coverage for medically necessary services. Your plan does not provide coverage for the following except as required by law:

1. Services that are not medically necessary, except specifically outlined preventive care.
2. Charges which the person is not obligated to pay.
3. Charges made by a hospital owned by or performing services for the U.S. government if the charges are directly related to a sickness or injury connected to military service.

4. Custodial services not intended primarily to treat a specific injury or sickness, or any education or training.
5. Experimental, investigational or unproven procedures and treatments.
6. Cosmetic surgery or therapy.
7. Reports, evaluations, examinations, or hospitalizations not required for health reasons, such as employment, insurance or government licenses and court ordered forensic or custodial evaluations.
8. Treatment of the teeth or periodontium, unless such expenses are incurred for:  
(a) charges made for a continuous course of dental treatment started within six months of an injury to sound natural teeth; (b) charges made by a Hospital for Bed and Board or Necessary Services and Supplies; or (c) charges made by the outpatient department of a Hospital in connection with surgery.
9. Reversal of voluntary sterilization procedures.
10. Infertility services, infertility drugs, surgical or medical treatment programs for infertility, including in vitro fertilization, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), variations of these procedures, and any costs associated with the collections, washing, preparation or storage of sperm for artificial insemination (including donor fees). Cryopreservation of donor sperm and eggs are also excluded from coverage.
11. Transsexual surgery and related services.
12. Treatment for erectile dysfunction. However, penile implants are covered when an established medical condition is the cause of erectile dysfunction.
13. Therapy to improve general physical condition.
14. Charges for the maintenance and repairs of external prostheses due to misuse.
15. Surgical treatment for correction of refractive errors, including radial keratotomy.
16. Routine foot care.
17. Any injury or sickness arising out of, or in the course of, any employment for wage or profit.
18. Charges for consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as provided in the Certificate or Summary Plan Description.
19. Charges in excess of reasonable and customary limitations.
20. Charges for medical and surgical services intended primarily for the treatment or control of obesity.
21. Speech therapy which is not restorative in nature.
22. Artificial aids, including but not limited to orthopedic shoes, arch supports, elastic stockings, dentures and wigs.
23. Non-medical ancillary services, including but not limited to vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, work hardening, driving safety and services, training, educational therapy or other non-medical ancillary services for learning disabilities, developmental delays, autism or mental retardation.

**These Are Only the Highlights**

As you can see, the plan is designed to combine in-depth coverage with affordable prices. This summary contains highlights only and is subject to change. The specific terms of coverage, exclusions and limitations including legislated benefits are contained in the Summary Plan Description or Insurance Certificate. This plan is insured and/or administered by Connecticut General Life Insurance Company, a CIGNA Company.

"CIGNA HealthCare" refers to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries and not by CIGNA Corporation. These subsidiaries include Connecticut General Life Insurance Company, Tel-Drug, Inc. and its affiliates, CIGNA Behavioral Health, Inc., Intracorp, and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc

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**APPENDIX B-2**  
**OPTION 2**  
**Medical Schedule of Benefits**  
**Effective Date December 1, 2004**

**SUMMARY  
OF BENEFITS**

*Your CIGNA HealthCare Network plan - HIGH Plan (Option 2)*



**CIGNA HealthCare**

B-2

**Features that Add Value**

- The reassurance of having a personal Primary Care Physician (PCP) who is your source for routine care and for guidance when you need more than routine care. As your needs change, so may your choice of doctors. That's why you can change your Primary Care Physician for any reason.
- The CIGNA HealthCare 24-Hour Health Information Line<sup>SM</sup> connects you to registered nurses and a library of hundreds of recorded programs on important health topics 24 hours a day, 7 days a week, from anywhere in the U.S.
- CIGNA HealthCare Healthy Rewards<sup>®</sup> includes special offers for discounts on health-related products and services. To learn more, call 1.800.870.3470 or visit our Web site at [www.cigna.com](http://www.cigna.com).
- Prescription drug coverage is a part of your plan. More than 50,000 pharmacies participate nationwide, so you can have your prescription filled wherever you go. Mail-order service means quick, convenient delivery of your medications right to your home.
- Our Guest Privileges program brings your CIGNA HealthCare benefits along when you temporarily relocate or send kids to schools away from home. Call CIGNA HealthCare Member Services to learn more.

**Quality Service Is Part of Quality Care**

- Responsive service -- Member Services representatives have the authority to solve problems on the phone, usually on the first call.
- [www.cigna.com](http://www.cigna.com) -- Visit our interactive Web site to learn more about your plan and get health information, 24 hours a day.
- We Speak Many Languages<sup>SM</sup>. We offer the Language Line Service so that you can talk with us in 140 different languages. Just call Member Services, and ask for an interpreter to assist you.

**It's Your Health**

When you choose CIGNA HealthCare, you can take advantage of our health and wellness programs

- Preventive care services for every covered family member.
- See a participating OB.GYN -- no referral required.
- The CIGNA HealthCare Well-Aware Program for Better Health<sup>®</sup> can help you manage certain chronic conditions
- The CIGNA HealthCare Healthy Babies<sup>®</sup> program provides you with education and support to help you have a healthy pregnancy and a healthy baby. And there's no copayment for prenatal care office visits after the first visit that confirms you're pregnant.

**You Can Depend on CIGNA HealthCare**

- Quality comes first. We select participating providers carefully. And we make sure you have a wide range of PCPs and specialists to choose from.
- Emergency and urgent care are covered wherever you go, worldwide, 24 hours a day.

**For Employees of City of Keene**

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NETWORK2004

<b>BENEFIT HIGHLIGHTS</b>	
<b>Primary Care Physician (PCP) Office Visit</b> Preventive Care Well Child Care Periodic Physical Exams (Children and Adults) Routine Immunizations and Injections	\$5 copayment per office visit
Adult/Child Medical Care for Illness or Injury Surgery Performed in the Physician's Office	\$5 copayment per office visit \$5 copayment per office visit
<b>Routine Mammograms, PSA, Pap Test</b>	No charge; \$5 copayment per office visit for associated wellness exam
<b>Specialty Physician Office Visit</b> Office Visits Consultant and Referral Physician Services Allergy Treatment/Injections Allergy Serum (dispensed by physician in office) Surgery Performed in the Physician's Office	\$5 copayment per office visit \$5 copayment per office visit \$5 copayment per office visit or actual charge, whichever is less No charge \$5 copayment per office visit
<b>Second Opinions</b>	\$5 copayment per office visit
<b>Outpatient Preadmission Testing</b> Office Visit-Primary Care Physician or Specialty Physician	No charge if only x-ray/lab services; \$5 copayment per office visit if other office visit services are provided
<b>Outpatient Hospital Facility</b> Independent X-ray and/or Lab Facility	No charge for facility charges; No charge for professional services. No charge
<b>Inpatient Hospital Services - includes</b> Semi-Private Room and Board Diagnostic Therapeutic Lab and X-ray Drugs and Medication Operating and Recovery Room Radiation Therapy and Chemotherapy Anesthesia and Inhalation Therapy	No charge per admission
<b>Inpatient Hospital Doctor's Visits/Consultations</b> Inpatient Hospital Professional Services	No charge No charge
<b>Outpatient Facility Services</b> Operating Room, Recovery Room, Procedure Room and Treatment Room including: Diagnostic Therapeutic Lab and X-rays Anesthesia and Inhalation Therapy Physician and Outpatient Professional Services	No charge per facility visit  No charge
<b>Laboratory and Radiology Services</b> MRIs, CAT Scans and PET Scans Other Laboratory and Radiology Services Outpatient Hospital Facility Independent X-Ray and/or Lab Facility	No charge  No charge No charge
<b>Short-Term Rehabilitative Therapy</b> (includes cardiac rehab, physical, speech & occupational therapy) 60 visits/days maximum per contract year for all therapies combined	\$5 copayment per office visit
<b>Chiropractic Services-Self Referral</b> Office Visit 20 visits maximum per contract year	\$5 copayment per office visit
<b>Prescription Drugs</b> <b>CIGNA Pharmacy Retail Drug Program</b>  <b>CIGNA Tel-Drug Mail Order Drug Program</b>	\$5 per 30-day supply for generic drugs \$15 per 30-day supply for brand-name drugs  \$10 per 90-day supply for generic drugs \$30 per 90-day supply for brand-name drugs
<b>Emergency and Urgent Care Services</b> Physician's Office - PCP or Specialty Physician Hospital Emergency Room/Urgent Care facility Ambulance	\$5 copayment per office visit \$50 copayment per visit (copay waived if admitted) No charge

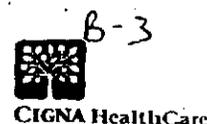
NETWORK2004

## APPENDIX B-3

### OPTION 3 Medical Schedule of Benefits Effective Date December 1, 2004

## SUMMARY OF BENEFITS

Your CIGNA HealthCare Network plan - LOW Plan (Option 3)



#### Features that Add Value

- The reassurance of having a personal Primary Care Physician (PCP) who is your source for routine care and for guidance when you need more than routine care. As your needs change, so may your choice of doctors. That's why you can change your Primary Care Physician for any reason.
- The CIGNA HealthCare 24-Hour Health Information Line<sup>SM</sup> connects you to registered nurses and a library of hundreds of recorded programs on important health topics 24 hours a day, 7 days a week, from anywhere in the U.S.
- CIGNA HealthCare *Healthy Rewards*<sup>®</sup> includes special offers for discounts on health-related products and services. To learn more, call 1.800.870.3470 or visit our Web site at [www.cigna.com](http://www.cigna.com).
- Prescription drug coverage is a part of your plan. More than 50,000 pharmacies participate nationwide, so you can have your prescription filled wherever you go. Mail-order service means quick, convenient delivery of your medications right to your home.
- Our Guest Privileges program brings your CIGNA HealthCare benefits along when you temporarily relocate or send kids to schools away from home. Call CIGNA HealthCare Member Services to learn more.

#### Quality Service Is Part of Quality Care

- Responsive service – Member Services representatives have the authority to solve problems on the phone, usually on the first call.
- [www.cigna.com](http://www.cigna.com) – Visit our interactive Web site to learn more about your plan and get health information, 24 hours a day.
- We Speak Many Languages<sup>SM</sup>. We offer the Language Line Service so that you can talk with us in 140 different languages. Just call Member Services, and ask for an interpreter to assist you.

#### It's Your Health

When you choose CIGNA HealthCare, you can take advantage of our health and wellness programs

- Preventive care services for every covered family member.
- See a participating OB/GYN – no referral required.
- The CIGNA HealthCare Well-Aware Program for Better Health<sup>®</sup> can help you manage certain chronic conditions.
- The CIGNA HealthCare Healthy Babies<sup>®</sup> program provides you with education and support to help you have a healthy pregnancy and a healthy baby. And there's no copayment for prenatal care office visits after the first visit that confirms you're pregnant.

#### You Can Depend on CIGNA HealthCare

- Quality comes first. We select participating providers carefully. And we make sure you have a wide range of PCPs and specialists to choose from.
- Emergency and urgent care are covered wherever you go, worldwide, 24 hours a day.

#### For Employees of City of Keene

**BENEFIT HIGHLIGHTS**

<p><i>Primary Care Physician (PCP) Office Visit</i>  <i>Preventive Care</i>  <i>Well Child Care</i>  <i>Periodic Physical Exams (Children and Adults)</i>  <i>Routine Immunizations and Injections</i></p>	<p>\$20 copayment per office visit</p> <p>\$20 copayment per office visit                  \$20 copayment per office visit                  The office visit copayment will be waived when immunization is the only service provided.</p>
<p><i>Adult/Child Medical Care for Illness or Injury</i>  <i>Surgery Performed in the Physician's Office</i>  <i>Routine Mammograms, PSA, Pap Test</i></p>	<p>\$20 copayment per office visit                  \$20 copayment per office visit                  No charge; \$20 or \$30 copayment per office visit for associated wellness exam</p>
<p><i>Specialty Physician Office Visit</i>  <i>Office Visits</i>  <i>Consultant and Referral Physician Services</i>  <i>Allergy Treatment/Injections</i>  <i>Allergy Serum (dispensed by physician in office)</i>  <i>Surgery Performed in the Physician's Office</i>  <i>Second Opinions</i></p>	<p>\$30 copayment per office visit                  \$30 copayment per office visit                  \$30 copayment per office visit or actual charge, whichever is less                  No charge                  \$30 copayment per office visit                  \$30 copayment per office visit</p>
<p><i>Outpatient Preadmission Testing</i>  <i>Office Visit-Primary Care Physician or Specialty Physician</i>    <i>Outpatient Hospital Facility</i>    <i>Independent X-ray and/or Lab Facility</i></p>	<p>No charge if only x-ray/lab services; \$20 or \$30 copayment per office visit if other office visit services are provided                  No charge for facility charges; No charge for professional services.                  MRI/PET/CAT scan copay applies                  No charge</p>
<p><i>Inpatient Hospital Services - includes</i>  <i>Semi-Private Room and Board</i>  <i>Diagnostic/Therapeutic Lab and X-ray</i>  <i>Drugs and Medication</i>  <i>Operating and Recovery Room</i>  <i>Radiation Therapy and Chemotherapy</i>  <i>Anesthesia and Inhalation Therapy</i></p>	<p>\$1,000 copayment per admission</p>
<p><i>Inpatient Hospital Doctor's Visits/Consultations</i>  <i>Inpatient Hospital Professional Services</i></p>	<p>No charge                  No charge</p>
<p><i>Outpatient Facility Services</i>  <i>Operating Room, Recovery Room, Procedure Room and Treatment Room including:</i>  <i>Diagnostic/Therapeutic Lab and X-rays</i>  <i>Anesthesia and Inhalation Therapy</i>  <i>Physician and Outpatient Professional Services</i></p>	<p>\$500 copayment per facility visit</p>
<p><i>Laboratory and Radiology Services</i>  <i>MRIs, CAT Scans and PET Scans</i>  <i>Other Laboratory and Radiology Services</i>  <i>Outpatient Hospital Facility</i>  <i>Independent X-Ray and/or Lab Facility</i></p>	<p>\$100 copayment per procedure                  No charge</p>
<p><i>Short-Term Rehabilitative Therapy</i>  <i>(includes cardiac rehab, physical, speech &amp; occupational therapy)</i>  <i>60 visits/days; maximum per contract year for all therapies combined</i></p>	<p>\$30 copayment per office visit</p>
<p><i>Chiropractic Services-Self Referral</i>  <i>Office Visit</i>  <i>20 visits maximum per contract year</i></p>	<p>\$30 copayment per office visit</p>
<p><i>Prescription Drugs</i>  <i>CIGNA PharmacyPlus Retail Drug Program</i>  <i>Generic Push, Incentive Formulary Plan</i>    <i>CIGNA Tel-Drug Mail Order Drug Program</i></p>	<p>\$5 per 30-day supply for generic drugs                  \$15 per 30-day supply for brand-name drugs                  \$35 per 30-day supply for non-preferred brand-name drugs</p> <p>\$10 per 90-day supply for generic drugs                  \$30 per 90-day supply for brand-name drugs                  \$70 for 90-day supply for non-preferred brand-name drugs</p>
<p><i>Emergency and Urgent Care Services</i>  <i>Physician's Office - PCP or Specialty Physician</i>  <i>Hospital Emergency Room/Urgent Care Center</i>  <i>Ambulance</i></p>	<p>\$20 or \$30 copayment per office visit                  \$100 copayment per visit (copay waived if admitted)                  No charge</p>

<b>BENEFIT HIGHLIGHTS</b>	
<b>Maternity Care Services</b> <i>Initial Office Visit to Confirm Pregnancy</i> <i>All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges</i> <i>Inpatient Hospital/Birthing Center Charges</i>	\$20 or \$30 copayment for initial office visit No charge \$1,000 copayment per admission
<b>Inpatient Services at Other Health Care Facilities</b> <i>Skilled Nursing, Rehabilitation and Sub-Acute Facilities</i> 60 days maximum per contract year	No charge
<b>Home Health Services</b> 60 days maximum per contract year; 16 hour maximum per day	No charge
<b>Family Planning Services</b> <i>Office Visits (tests, counseling)</i> <i>Vasectomy/Tubal Ligation (excludes reversals)</i> <i>Inpatient Facility</i> <i>Outpatient Facility</i> <i>Physician's Services</i>	\$30 copayment per office visit \$1,000 copayment per admission \$500 copayment per facility visit No charge
<b>Infertility Services</b>	Not covered
<b>TMJ - Surgical and Non-Surgical</b> - case-by-case basis. Always excludes appliances and orthodontic treatment. Subject to medical necessity. <i>Physician's Office</i> <i>Inpatient Facility</i> <i>Outpatient Facility</i> <i>Physician's Services</i>	\$30 copayment per office visit \$1,000 copayment per admission \$500 copayment per facility visit No charge
<b>Mental Health and Substance Abuse</b> <i>Inpatient Mental Health Services and Inpatient Substance Abuse Rehabilitation Services</i>  <i>Outpatient Individual Mental Health Services and Outpatient Individual Substance Abuse Rehabilitation Services</i>  <i>Outpatient Mental Health Group Therapy and Outpatient Group Substance Abuse Rehabilitation Services</i> Two Group therapy sessions equal one Individual therapy session	\$1,000 copayment per admission 25 days maximum per contract year  \$30 copayment per visit; 20 visit maximum per contract year  \$15 copayment per session
<b>Durable Medical Equipment</b> \$3,500 maximum benefit per contract year	No charge
<b>External Prosthetic Appliances</b> \$1,000 maximum benefit per contract year	No charge after \$200 EPA deductible
<b>Vision Care</b>	See Vision Care Benefits
<b>OTHER BENEFIT INFORMATION</b>	
<b>Annual Deductible</b> <i>Individual</i> <i>Family</i>	None None
<b>Annual Out-of-Pocket (OOP) Maximum</b> <i>Individual</i> <i>Family</i>	Includes Inpatient Hospital Facility (excluding MH/SA) and Outpatient Facility copays (excluding MH/SA) \$1,000 \$3,000
<b>Coinsurance</b>	No
<b>Lifetime Maximum</b>	Unlimited
<b>Pre-existing Condition Limitation</b>	No

All services, except for emergency services, chiropractic care, routine care provided by a participating OB/GYN, and Inpatient Mental Health and Substance Abuse services authorized by CIGNA Behavioral Health, Inc. must be provided by or authorized by your Primary Care Physician (PCP) in order to be covered.

## Mental Health

All inpatient Mental Health and Substance Abuse benefits are authorized by CIGNA Behavioral Health, Inc., or its affiliates.

### Benefit Exclusions.

These are examples of the exclusions in your plan. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control.

Your plan provides coverage for medically necessary services. Your plan does not provide coverage for the following except as required by law:

1. Services that are not medically necessary, except specifically outlined preventive care.
2. Charges which the person is not obligated to pay.
3. Charges made by a hospital owned by or performing services for the U.S. government if the charges are directly related to a sickness or injury connected to military service.
4. Custodial services not intended primarily to treat a specific injury or sickness, or any education or training.
5. Experimental, investigational or unproven procedures and treatments.
6. Cosmetic surgery or therapy.
7. Reports, evaluations, examinations, or hospitalizations not required for health reasons, such as employment, insurance or government licenses and court ordered forensic or custodial evaluations.
8. Treatment of the teeth or periodontium, unless such expenses are incurred for:  
(a) charges made for a continuous course of dental treatment started within six months of an injury to sound natural teeth; (b) charges made by a Hospital for Bed and Board or Necessary Services and Supplies; or (c) charges made by the outpatient department of a Hospital in connection with surgery.
9. Reversal of voluntary sterilization procedures.
10. Infertility services, infertility drugs, surgical or medical treatment programs for infertility, including in vitro fertilization, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), variations of these procedures, and any costs associated with the collections, washing, preparation or storage of sperm for artificial insemination (including donor fees). Cryopreservation of donor sperm and eggs are also excluded from coverage.
11. Transsexual surgery and related services.
12. Treatment for erectile dysfunction. However, penile implants are covered when an established medical condition is the cause of erectile dysfunction.
13. Therapy to improve general physical condition.
14. Charges for the maintenance and repairs of external prostheses due to misuse.
15. Surgical treatment for correction of refractive errors, including radial keratotomy.
16. Routine foot care.
17. Any injury or sickness arising out of, or in the course of, any employment for wage or profit.
18. Charges for consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as provided in the Certificate or Summary Plan Description.
19. Charges for medical and surgical services intended primarily for the treatment or control of obesity.
20. Speech therapy which is not restorative in nature.
21. Artificial aids, including but not limited to orthopedic shoes, arch supports, elastic stockings, dentures and wigs.
22. Non-medical ancillary services, including but not limited to vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, work hardening, driving safety and services, training, educational therapy or other non-medical ancillary services for learning disabilities, developmental delays, autism or mental retardation.

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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 19<sup>th</sup> birthday; unmarried dependent children which are fulltime students are covered until their 25<sup>th</sup> 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.

