

**AN AGREEMENT BETWEEN**

**THE PROFESSIONAL FIREFIGHTERS OF**

**KEENE, NEW HAMPSHIRE,**

**AND**

**THE CITY OF KEENE, NEW HAMPSHIRE**

**Effective July 1, 2022 thru June 30, 2026**

**Firefighters/EMTs' Bargaining Unit**

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## **PREAMBLE AND PURPOSE**

For purposes of this Agreement, the City of Keene, New Hampshire, is hereinafter referred to as the “City,” and the Professional Firefighters of Keene, New Hampshire, is hereinafter referred to as the “Union.”

The City, the Union, and all bargaining unit employees agree to be bound by this Agreement until its expiration.

The intent and purpose of this Agreement is to establish the wages, hours and conditions of employment of all employees in the unit; to maintain harmonious labor relations between the parties; and to establish a method of resolving disputes arising between the parties.

## **ARTICLE I**

### **Unit Description**

I.1 The unit to which this Agreement is applicable shall consist of all permanent full-time Keene Fire Department employees who have finished their employment probationary period in the following job classifications: Firefighter/EMT, Firefighter/A-EMT and Firefighter/Paramedic. All other job classifications and employees of the Keene Fire Department shall be excluded.

## **ARTICLE II**

### **Management Rights**

2.1 The City will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing for which hereafter exist, including, but not limited to the following: the right to determine the standards of service to be offered by the Fire Department and its employees; the right to determine the standards of selection for employment; the right to direct 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 Fire Department’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 and prerogatives not specifically modified by this Agreement.

**ARTICLE III**  
**Employee Rights**

- 3.1 The parties agree that members of the bargaining unit shall have such rights as are set forth in NHRSA Chapter 273-A as same now exist or as said Chapter may be amended in any way in the future.

**ARTICLE IV**  
**Stability of Agreement**

- 4.1 This Agreement represents the entire agreement between the parties and no amendment, alteration or variation of the terms or provisions of the Agreement shall bind the parties thereto unless made and executed in writing by such parties. If any provision of this Agreement or any application of the Agreement to any member or group of members, covered by this Agreement is found contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; provided, however, that all other provisions of the Agreement and application thereof shall continue in full force and effect.
- 4.2 Any portion of this Agreement found to be in conflict with any law, ordinance, statute or governmental regulation now in effect or enacted at a later date will be null and void. However, all other portions of this Agreement will remain in effect.
- 4.3 The Union agrees to provide a copy of this Agreement to each employee in the bargaining unit.
- 4.4 The Union agrees that any Union fundraising activities or events which are undertaken or promoted by the Union shall be clearly designated and advertised as a Union activity or event so as not to be confused by the public as a City Fire Department activity or event.
- 4.5 Waiver of 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 V**  
**Uninterrupted Service**

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

- 5.3 In the event of a work stoppage, picketing, or other curtailment by the Union, its officers and agents, shall immediately declare such work stoppage, picketing, or other curtailment to be unauthorized in writing to the employees, and advise 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.
- 5.4 In the event of any activity referred to above, any employee(s) participating in same shall be subject to disciplinary action, including immediate dismissal. However, any such disciplinary action shall be subject to just cause and the grievance procedure.
- 5.5 The City agrees that it will not, during the course of this Agreement, engage in "Lockout".

## **ARTICLE VI**

### **Deduction of Dues And 457 Plan**

- 6.1 The City agrees to deduct the membership dues in such weekly amounts as determined by the Union levied in accordance with the Constitution and Bylaws of the Union, for any member who has voluntarily executed and submitted a written and signed authorization to the City Finance Director.
- 6.2 The City shall make the deduction required herein and shall remit monthly the aggregate amount deducted to Treasurer, KFS, Box 1426, Keene, NH 03431, together with a list of all such Union members who have paid such dues in accordance with Section 6.1 above.
- 6.3 Should there be a dispute between an employee and the Union over a matter of dues deductions, the Union agrees to defend and hold the City harmless in any such disputes.
- 6.4 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.
- 6.5 Provided at least ten members of the Fire Department elect to participate, the City will allow bargaining unit members to participate in the PFPOPE 457 plan, with no cost to or contribution by the City.

## **ARTICLE VII**

### **Disciplinary Action**

- 7.1 Disciplinary action may consist of verbal warnings, written warnings, demotions, suspensions without pay, docking of pay when your work performance or conduct justified such action or dismissal. Notice of action against a regular employee must be in writing and filed with the employee. You have the right of appeal through the Grievance

Procedure.

- 7.2 Demotions, suspensions, dismissals and other actions may be used by a supervisor with the approval of the City Manager for incapacity, dishonesty, discourtesy to the public or another employee, inefficiency, insubordination, misconduct, immoral conduct, intoxication, unauthorized sleeping on the job, poor job performance, offenses against the law, failure to perform assigned duties, disobedience of your supervisor, use of alcohol or illegal drugs, failure to observe City or departmental rules and regulations, unauthorized absence from duty, absenteeism or tardiness, use of abusive language, lack of safety in the performance of duties, poor attitude with use of City equipment, unauthorized use of City equipment, thievery, or other just causes. When disciplinary action is taken, the employee will always be given the reason.
- 7.3 The parties agree that employees have a reasonable right and expectation of privacy in certain areas of the workplace. The parties agree that, in conformance with RSA 570-A, an employee will not be video or audio recorded in their personal work space; bathrooms; break rooms; or other areas where private business may be transacted. The parties also agree that the employer will not add additional surveillance without consultation with the Union. The information regarding surveillance will be clearly posted.

## **ARTICLE VIII**

### **No Discrimination**

- 8.1 The City agrees that there shall be no discrimination against any employee covered by this Agreement for membership in the Union, or because of presenting a grievance, or for giving testimony, or for taking part in proceedings of the Union.
- 8.2 The parties to this Agreement agree not to discriminate against any employee on the basis of any status protected by law.

## **ARTICLE IX**

### **Hours of Work**

- 9.1 The regular hours of work shall not exceed an average of Three Hundred Thirty-Six (336) hours during two consecutive twenty-eight (28) day pay periods. The change from 168 hours during a single 28-day period will not affect existing overtime compensation policies.
- 9.2 If it is necessary to change the hours of work, the employer will notify the Union a minimum of two (2) weeks prior to the time of the proposed change. If, in the opinion of the Chief, there is a bona fide emergency, there shall be no necessity for the two (2) weeks' notice referred to in the preceding sentence.

**ARTICLE X**

**Overtime**

- 10.1 Employees in the bargaining unit who are required to work in excess of their established work schedule shall be compensated at the rate of one and one-half times their regular hourly rate. The decision to permit earning of compensatory time in lieu of overtime must be approved by both the employee and the Fire Chief. If the Fire Chief chooses to offer compensatory time for overtime work, an employee may elect compensatory time at a rate of one and one-half times hours worked. Compensatory time must be taken within thirty (30) calendar days of it being earned or it will be paid to the employee as overtime pay.
- 10.2 An employee covered by this agreement who is called back to work during off duty time shall be guaranteed a call back pay minimum of two (2) hours calculated at an employee's overtime rate unless contiguous to an employee's scheduled shift when the overtime rate will be paid up to the starting time of the scheduled work shift. Once an employee has worked two (2) hours, the employee shall thereafter be guaranteed payment of overtime in fifteen (15) minute intervals. An employee who is called back shall be released from duty by the Officer in Charge once it is determined that adequate coverage is available, and all necessary work is completed.
- 10.3 Over shift time, the time spent on duty, after the end of a regularly scheduled shift, shall be paid at the overtime rate for the first fifteen (15) minute increment. After the first fifteen (15) minute increment, up to one (1) hour, one (1) hour overtime rate shall be paid. After the first hour, overtime shall be paid in increments of fifteen (15) minutes.
- 10.4 Hours paid but not worked, such as vacations, holidays, etc., shall be counted in determining hours worked for the purpose of computing overtime pay. Sick leave shall not be counted in determining hours worked for the purpose of computing overtime unless the use of sick leave is due to a workers compensation injury/illness or when an employee is forced to remain after the end of his/her regular shift.

**ARTICLE XI**

**Holidays**

- 11.1 The following days shall be considered holidays for pay purposes.

New Year's Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day After Thanksgiving
Martin Luther King Day	Columbus Day	Christmas Day
Memorial Day	Veterans Day	

- 11.2 Annually each employee shall be paid one day's (8.4 hours) pay for each of the holidays listed above occurring while employed, in addition to his/her regular pay. Said payment shall be made as a part of the first November paycheck 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 November pay day and before December 1st, the City shall have a 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.
- 11.3 Notwithstanding the provisions of Section 11.2 above, each employee who works on Labor Day, Independence Day, Thanksgiving Day or Christmas Day shall be paid at one and one-half (1½) times the regular rate for all hours worked on such holiday.

## **ARTICLE XII**

### **Vacation**

- 12.1 On his/her first anniversary date, an employee shall be entitled to five (5) days paid vacation leave. Beginning with the first anniversary date, such an employee shall accrue paid vacation days at a rate of five-sixth (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 one and one-quarter (1 1/4) days per month. On the fifteenth (15th) anniversary, the rate shall increase to one and two-thirds (1 2/3) days per month.
- 12.2 Vacation choices shall be made by seniority no later than February 28th each year from a vacation list composed by the Department, which shall be posted during the first week of the year. Said choices shall be subject to the Chief's approval, which shall not be unreasonably withheld. All employees eligible for a vacation of two (2) weeks or more shall have the option of receiving the two (2) weeks or more consecutively. Any vacation choices shall not, in the Chief's opinion, interrupt the normal operation of the Department.
- 12.3 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 a prorated basis. 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.
- 12.4 Vacation days not taken in the calendar year which they are earned, shall accumulate from year to year, but not beyond thirty (30) vacation days. Employees with 20 or more years of continuous service shall accumulate one (1) additional day from year to year, but not beyond thirty-five (35) vacation days. Vacation days earned in excess of thirty (30) days, or thirty-five (35) days for those that have twenty or more years of continuous service, but not taken shall be lost. The Chief and/or the City Manager may in their sole and absolute discretion allow vacation accumulated beyond thirty (30) days, provided,



however, that the granting or denial of any such additional accumulation will not be subjected to the grievance or arbitration procedure set forth in article XXV.

- 12.5 Two Firefighters on the same shift shall be allowed to take their annual leave at the same time.
- 12.6 Employees who have been employed by the City for at least seven years may, on one occasion annually, scheduled to coincide with the payment of holiday pay, opt to have up to five days of vacation “bought back” by the City at the employee’s regular hourly rate. Only those employees who will have a “bank” of at least fifteen vacation days remaining after this buy back option will be permitted to exercise this buy back option.

**ARTICLE XIII**  
**Sick and Personal Leave**

- 13.1 **SICK LEAVE**: The City shall allow one (1) day per month for sick leave which shall start being earned after the first month of employment, provided, however, that a new employee may not use any sick leave with pay until said employee has finished his/her probationary period. It is agreed by the parties that the maximum amount of sickleave which may be accumulated is one hundred eighty (180) days, based on the following schedule:

<u>Years of Service</u>	<u>Accumulation up to</u>
20	120 days
21	132 days
22	144 days
23	156 days
24	168 days
25	180 days

- 13.2 **PERSONAL LEAVE**: Unit employees shall receive 8.4 hours of Personal Leave for each 3-month period during which they use no sick leave. The following three-month measurement periods are established for the purposes of determining eligibility for award of this leave benefit:

January 1 to March 31	April 1 to June 30
July 1 to September 30	October 1 to December 31

Award of personal leave shall occur following the processing of all payroll for the established measurement period. Any such earned Personal Leave hours must be taken prior to the end of the calendar year (December 31) or end of the fiscal year (June 30) or the hours will be lost. Such earned Personal Leave Days may be taken when approved in advance by the Department. The use of such earned Personal Leave Days will not count toward vacation accumulation.

*Transition: The existing methodology for awarding personal leave hours based on non-overlapping periods shall continue until the City transitions payroll from Pentamation (legacy system) to MUNIS (see Attachment F). When the software transition occurs, following the processing of the last payroll in the legacy system, personal leave hours balances will be carried forward and following the processing of the first payroll in the new system, all eligible regular full-time employees will be allocated 8.4 hours of personal leave.*

- 13.3 **SICK LEAVE TO VACATION LEAVE:** When an employee has an accumulation of thirty-six (36) days of sick leave at his/her employment anniversary date, he/she may annually transfer to vacation up to five (5) days of those sick leave days that are in excess of thirty-six (36) sick leave days, after first deducting any sick leave days taken in the previous twelve (12) months.
- 13.4 Any unit employee who retires shall be paid fifty percent (50%) of his/her accumulated sick leave at his/her regular rate of pay then in effect. For the purpose of this section, "retirement" shall mean leaving the service of the City and eligible to draw a retirement allowance under the New Hampshire Retirement System or leaving the service of the City after having completed twenty (20) years of continuous service.

#### **ARTICLE XIV**

##### **Bereavement Leave**

- 14.1 After the probationary period, regular full-time employees are authorized up to 36 hours funeral leave for a death in the immediate family. Immediate family is defined as spouse, child, stepchild, parent, stepparent, brother, sister, father-in-law, mother-in-law, grandparent, grandchild or relative living in employee's household. Funeral leave for persons outside the immediate family may be approved by the Department Head and such leave will be charged to accumulated vacation or personal leave.

#### **ARTICLE XV**

##### **Leave of Absence Without Pay**

- 15.1 The Fire Chief, with the approval of the City Manager, may grant a leave of absence without pay for a period of not exceeding one (1) month or longer with Council approval.

#### **ARTICLE XVI**

##### **Insurance**

- 16.1 **LIFE INSURANCE:** All full-time employees shall be covered by a group term life insurance benefit equal to one times the employee's annual base salary, with an accidental death and dismemberment rider (double indemnity in the case of accidental death), the cost of which shall be paid for by the City. It is agreed by the parties that the City shall have the sole right to determine which company provides such life insurance.
- 16.2 **MEDICAL INSURANCE:** The City shall provide a medical insurance plan or plans with benefits and a local provider network at least comparable to the plan currently made available to members of this bargaining unit. The current plan, Option I, is provided through the Anthem network as referenced in the attached Summary of Benefits in conjunction with a Health Reimbursement Account (Attachment D). The City shall retain the right to obtain this coverage from any carrier, network provider and/or third-party administrator.

Effective July 1, 2023, the City shall pay ninety-one percent (91%) of the premium cost of Option I Anthem plan.

Effective July 1, 2024, the City shall pay ninety percent (90%) of the premium cost of Option I Anthem plan.

Effective July 1, 2025, the City shall pay eighty-nine percent (89%) of the premium cost of the Option I Anthem plan.

Those bargaining unit members selecting any other option made available by the City will be responsible for the difference, if any, between the City's contribution to the Option I Anthem Plan and the cost of the plan selected.

Effective July 1, 2018, the City will pay an annual insurance buyout of \$5,000 to any bargaining unit member who is eligible for but elects not to enroll in City sponsored health insurance, provided the bargaining unit member gives the City proof of insurance coverage for the employee, and if applicable the employee's family (spouse/dependents) as defined by the IRS/ACA under another employer-sponsored plan and provided such election does not subject the City to any additional payment, tax and/or penalty under the Affordable Care Act and is compliant with the Affordable Care Act, Tricare or any other legislative requirements. This amount shall be distributed in a lump sum payment during the month of December, and may be pro-rated, based on participation of the employee during the prior 12-month period. If both spouses are employed by the City this shall not apply.

- 16.3 **DENTAL INSURANCE:** The City shall, for members of the bargaining unit, pay one hundred (100%) percent of the premium, less one dollar (\$1.00), for either the family, two-person or single-person dental plan coverage that is required to meet federal regulations regarding healthcare. The parties agree that the City shall have the exclusive right to determine the carrier used to provide such benefit including the right to self-insure provided the level of benefit remains comparable to the coverage in effect during the predecessor agreement.
- 16.4 **DISABILITY INSURANCE:** The City shall, for members of the bargaining unit, pay one hundred percent (100%) of the premium for a long-term disability plan equivalent to that set forth in Attachment B. It is agreed by the parties that the City shall have the sole right to determine which company provides such disability insurance.
- 16.5 **VISION BENEFIT:** The City shall provide as a vision benefit, for regular full-time members of the bargaining unit enrolled in the City's health insurance, reimbursement of up to \$200 annually for the member's prescription eyewear which may be provided through insurance coverage or a wellness program.

## **ARTICLE XVII**

### **Private-Duty Details**

- 17.1 Employees shall be paid at the rate of time and one-half per hour with a minimum of three (3) hours pay guaranteed, for private-duty details that are worked.
- 17.2 Pre-scheduled private-duty details shall be assigned by seniority on a rotating basis. Any unfilled and/or unscheduled reimbursable details shall be filled by the dispatcher by first calling such permanent officer as he/she sees fit; provided further, however, that if the supervisor feels that there is an emergency situation, reimbursable details shall be filled in any manner that the supervisor determines.
- 17.3 In the event of a swap, a supervisory officer in charge of the Station must be notified by the officer originally assigned to the detail.
- 17.4 Except in the case of a bona fide and unavoidable emergency which could not have been foreseen, any individual who is assigned to or accepts a reimbursable detail must fill that detail as scheduled or notify the supervisory officer in charge of the Station as to his/her reasons for not filling that detail at least six (6) hours prior to the start of the detail. In the event of an emergency as set forth in the preceding sentence, an individual who has been assigned to or has accepted a reimbursable detail must notify the superior officer in charge of the Station as to his/her reasons for not filling that detail as soon as possible. Failure to notify the superior referred to above in the manner prescribed by the preceding two sentences or failure to fill the detail shall automatically disqualify that individual from the reimbursable detail roster for a period of two (2) weeks.
- 17.5 All reimbursable details shall be compensated at a minimum of three (3) hours of pay if the detail is canceled after the officer has assumed his/her duties in relation to the detail.

## **ARTICLE XVIII**

### **Tuition Assistance Plan**

- 18.1 The City of Keene encourages its employees to continue their education toward a high school diploma or college degree. Accordingly, 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.
- 18.2 The course taken or portfolio credit must relate to one of the following: attainment of a recognized degree, improvement of skills for your current position, updating of your 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.
- 18.3 The college or school attended must be fully accredited.
- 18.4 Tuition assistance may be applied for after your probationary period ends.

- 18.5 The City will pay, subject to paragraph 18.7, up to 75% of the current tuition rate for courses and/or portfolio credits at any accredited institution if approved in advance by the City Manager. The City will also pay, subject to paragraph 18.7, up to 75% of the tuition rate at Keene High School or its equivalent on a similar basis.
- 18.6 The City will pay, subject to paragraph 18.7, up to 75% of book costs.
- 18.7 For each course and/or portfolio credit 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 non-overlapping basis. If the employee leaves City employment or is dismissed, he/she must repay the loan to the City to the extent the loan has not been repaid by the employment time requirements mentioned above.
- 18.8 Employees may be granted time off with pay for educational purposes which relate to their employment if arrangements are approved by the City Manager in advance.
- 18.9 If the City requires your attendance at a training program away from the job, the City will pay the cost of the program. Such a training program must be covered by budgeted funds and approved by the City Manager.
- 18.10 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.
- 18.11 For budgeting purposes, employees must inform in writing their Department Head by no later than February 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 XIX**

### **Acting Officer**

- 19.1 Any unit employee who is designated by the Chief or his/her designee to “act” in the capacity of a higher rank for a continuous period of more than sixty (60) hours working in the higher ranking officer’s regular schedule, shall for all hours worked in such “acting” status that exceed the sixty (60) hour qualification period, be paid at a rate of pay for such higher rank or at a minimum of at least one step in the salary scale above the acting officer’s present salary.
- 19.2 Any unit employee who is required to “act” in the capacity of a higher rank on a regular but discontinuous basis for a period of more than sixty (60) hours working in the higher ranking officer’s regular schedule will, for all hours worked in such “acting” status that exceed the sixty (60) hour qualification period, be eligible to be paid at the base rate of pay for said higher rank or at a minimum of at least one step in the salary scale above the acting officer’s present salary. The final determination as to eligibility for acting pay on this “regular but discontinuous basis” referred to in this section shall rest with the Chief.

## **ARTICLE XX**

### **Promotions**

- 20.1 The promotional process for members of the bargaining unit shall be in accordance with the Letter of Agreement appended hereto as Attachment "C".
- 20.2 All personnel promoted to any rank or position shall be required to successfully complete a probationary period of one (1) year.

## **ARTICLE XXI**

### **Seniority**

- 21.1 Seniority means the length of continuous service of any full-time member. A member of the unit shall acquire seniority from the date of hire to the Keene Fire Department as a full-time member of the force, provided said employee has completed his/her probationary period
- 21.2 Those employees hired on the same date shall alternate senior status on a year-to-year basis.

## **ARTICLE XXII**

### **Bulletin Board Space**

- 22.1 The City shall provide space for a bulletin board for the use of the Union at the Keene Fire Station in a convenient location, accessible to all employees.

## **ARTICLE XXIII**

### **Lodging**

- 23.1 The City agrees to provide beds, bedding, linens, blankets and pillows to accommodate each bargaining unit member on duty in accordance with current practice. This article shall apply only so long as the City requires personnel to live in.

## **ARTICLE XXIV**

### **Uniforms and Employee Parking**

- 24.1 It is agreed that the City will continue its current practice with respect to the provision of uniforms with the following changes:

The City agrees to provide all protective clothing as required by the Fire Chief without use of the clothing allowance. Protective clothing shall include helmets, turnout coats and pants, gloves, hoods, structural boots, forestry jackets, hard-hats, and eye protection. Final determination of what constitutes protective clothing shall rest with the Fire Chief.

All required alterations and repairs to protective clothing shall be provided by the City

without deduction from the clothing allowance. Periodically, protective clothing may be damaged beyond repair. Should this occur, replacement shall be with no deduction from the clothing allowance. Final determination in regards to repair versus replacement shall rest with the Fire Chief. It shall be the responsibility of the employee to keep all protective equipment in a clean and operational manner.

24.2 Effective July 1, 2022 the annual clothing allowance shall be Seven Hundred-fifty Dollars (\$750.00).

24.3 The City has reserved eleven (11) parking spaces in the Elm Street parking lot for the exclusive use of active Fire personnel. These spaces are for scheduled on-duty shifts. In addition, Fire personnel that are called in for mandatory meetings (excluding training), call-backs, or emergency events are exempt from having to insert coins in the City of Keene parking meters located in the Elm Street parking lot. If no spaces are found in the Elm Street parking lot, Fire personnel are free to park in any designated City Employee parking area. If a parking ticket is received while on duty, per the above, the parking ticket will be submitted to the Fire Chief for approval to have the ticket voided.

## **ARTICLE XXV**

### **Grievance Procedure**

25.1 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.

25.2 Step 1. An employee or the Union having a grievance must first take up the grievance with his/her immediate non-bargaining unit supervisor within ten (10) 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 two (2) business days.

25.3 Step 2. Failing adjustment by these parties, the grievant or the Union may, within three (3) business days from the date of the supervisor's decision, or within five (5) business days after presentation to the supervisor if there has been no decision, submit the grievance to the Chief. 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 Chief will render his/her decision in writing within three (3) business days.

25.4 Step 3. Failing adjustment by the parties referred to in Section 2, the grievant or the Union may, within five (5) business days after the date of the decision of the Chief or within eight (8) business days after the grievance has been presented to the Chief if no decision has been rendered, submit the written grievance referred to in Step 2 above to the City Manager. The City Manager will render his/her decision within five (5) business days.

25.5 Step 4. If the decision of the City Manager is not acceptable to the Union, the Union may, within ten (10) business days after the date of the City Manager's decision, or if no decision is rendered within fifteen (15) business days after the meeting, at which the City

Manager considered said grievance, submit the grievance to a mutually acceptable arbitrator. The Union and City shall first attempt to agree upon a mutually acceptable arbitrator. In the absence of agreement, either party may request the appointment of an arbitrator by the PELRB according to its rules. The arbitrator shall submit his/her decisions in writing within thirty (30) days following the close of the hearing.

- 25.6 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. Excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in Article II of this Agreement entitled "Management Rights," or which question the use or application of any right over which the City or its designated agents have unilateral discretion in this Agreement, excepting those rights relinquished by this Agreement. Either the City or the Union may appeal the arbitration award to Superior Court in accordance with RSA 542.

- 25.7 Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of Article V of this Agreement. Also excluded from arbitration is any matter otherwise subject to arbitration, but over which the Union strikes, contrary to Article V 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 V, Uninterrupted Service, take the "disciplinary" action as provided for in Article V, that this contract Grievance Procedure including Arbitration as defined herein shall remain in effect for the sole and strictly limited purpose 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 V.
- 25.8 If the grievance involves the immediate supervisor, Step 2 of the Article shall become the first step in the grievance procedure.
- 25.9 The above time limits may be extended by mutual agreement of the parties, which agreement must be signed by both parties and in writing.
- 25.10 The employee may, when discussing his/her grievance with management, at his/her discretion, be accompanied by the steward or his/her designee.



**ARTICLE XXVI**  
**Compensation**

26.1 The wage schedule for firefighter bargaining unit members in their respective classifications shall be adjusted as follows:

July 1, 2022	COLA 2% (retroactive to 7/1/2022)
July 1, 2023	COLA 3%
July 1, 2024	COLA 3%
July 1, 2025	COLA 2.5%

Attachment A represents the contract wages schedule following application of the COLA adjustments prescribed above.

Firefighter Base scales shall include a Firefighter/Paramedic (F6) wage schedule which shall apply when the bargaining unit member has attained a nationally registered Paramedic license and keeps that certification current through recertification and performs the functions of a paramedic:

26.2 Medical Incentive Pay: Medical Certifications shall not be cumulative. Personnel may receive only one medical certification incentive.

AEMT .....\$15.00 per week

It is the obligation of all bargaining unit members to maintain their certifications. All current members of the bargaining unit will be grandfathered as eligible for this incentive payment, meaning that they will continue to receive the incentive payment provided they remain validly certified. Any employee hired after the date that this Agreement is signed, July 11, 2014, will not be eligible to receive this incentive. The City will support and pay for up to five (5) attempts to pass the AEMT examination. Up to four (4) bargaining unit members not passing the AEMT examination will not provoke an employment response by the City. However, once the fifth (5<sup>th</sup>) member of the bargaining unit fails to pass the AEMT examination, the City may lay-off the least senior member of the bargaining unit who has failed to pass the AEMT examination. In such a situation, recall rights will be maintained as per the terms of Article 27 below.

Hazardous Materials Technician .....\$15.00 per week

This incentive shall only be paid to members in good standing of the Keene Fire Department Hazardous Materials Team who successfully complete a hazardous materials technician course and then successfully participate in the annual refresher course when provided by the department.

Fire and Rescue Technician .....\$ 15.00 per week

This incentive shall be paid to personnel who have attained the following certifications, degrees and experience: EMT, Firefighter III, Company Officer I & II, Fire Instructor (40-hour course), Associates Degree in related field, and have a minimum of ten (10) years of full-time service with the Keene Fire Department.

The Fire and Rescue Technician incentive is cumulative, and may be combined with other incentives.

26.10 Performance Bonus

Effective July 1, 2014, employees with eighteen (18) or more years of service with the Keene Fire Department (as a full time member) who receives a satisfactory performance evaluation shall be entitled to an annual Eight Hundred Fifty (\$850.00) dollar performance bonus. Such payment shall be made within the month of the anniversary date of hire or rehire. The City and Union shall agree to a list of all bargaining unit members and their length of service. It is agreed that this shall not be construed as a step on the salary schedule

26.11 Required and mandatory continuing education shall be compensated.

## **ARTICLE XXVII**

### **Layoff/Recall**

27.1 Layoff. The Fire Chief may, with the approval of the City Manager, lay off employees for any of the following reasons:

- a. Reorganization resulting in the abolition of positions.
- b. Shortage of budgeted funds.

In the rare event when layoff becomes necessary, the affected employee(s) will be notified in writing at least ten (10) working days prior to the effective date of the action stating the reason for the layoff.

27.2 Layoff and recall policy administered by the City of Keene will be based upon merit with seniority being utilized only as a tie breaker in the event that all merit issues are equal amongst employees. Merit is defined to include level of education, amount of training completed, work record, performance evaluation and ability to do the job.

27.3 Reinstatements. Employees who are laid off in good standing shall be considered first, within a one-year period after such layoff, for reinstatement to the same position or a lower salary position for which he or she is qualified. If such reinstatement occurs in the one-year period, the employee shall be placed at the salary step and benefit accumulation as when they were laid off, unless such salary step would be beyond the salary range of a "lower" position. Employees who voluntarily leave City employment except for an approved leave of absence shall have no rights to reinstatement. The City Manager may, however, on request by a Department Head, consider granting some or all reinstatement benefits on a case-by-case basis.

**ARTICLE XXVIII**  
**EMS Committee**

28.1 An Emergency Medical Services Committee will be established. It shall consist of a representative chosen by the bargaining unit; a member of each shift chosen by each shift; and a member of the administration to discuss and recommend to the Fire Chief the implementation of the EMS program. Final authority for the administration for the EMS program shall remain with the Fire Chief.

**ARTICLE XXIX**  
**Safety and Health**

29.1 Safety is a major concern for both the City and the Union, therefore, both agree to observe good safety practices. Both the City and Bargaining Unit members will abide by all mandatory federal, state and local rules on the fire ground as well as in the stations.

29.2 The City shall provide hepatitis shots as currently practiced.

29.3 All members of the collective bargaining unit may participate in the physical fitness program on a voluntary basis. The physical fitness program shall be voluntary in all respects notwithstanding any standard operating procedure, rule or other administrative rule to the contrary.

29.4 To participate in the program, individuals must complete a physical examination within the past twelve (12) months and receive a full fitness evaluation from the fitness coordinator hired by the Department. Once this is complete, they must regularly work out to reach the goals set by the fitness coordinator. These individuals are also required to successfully pass the Fire Department Physical Ability Test annually.

29.5 Any individual participating in the program is encouraged to work out on a regular basis. Regular basis will mean physical fitness activity as defined by the Fire Chief that occurs on each scheduled shift, both day and night.

29.6 Participation in the physical fitness program shall be considered in any promotional process or scoring; however, it is agreed that the ability to perform a job may be considered in the promotional process, as outlined in Article XX.

29.7 As selected by its chairman, at least one member of the bargaining unit shall serve on the Keene Fire Department Health and Safety Committee.

29.8 The Safety and Health committee shall meet as necessary to evaluate the feasibility of attaining compliance with the NFPA standards as to fire suppression and rescue practices, including NFPA 1710. Report and recommendation will be forwarded to the Chief and the City Manager for consideration.

29.9 The City and Union agree to participate in a joint labor/management committee to evaluate the need to establish a mandatory wellness program and to make proposals to the City Manager to institute such changes. Any changes made to working conditions still

must be agreed upon as negotiated items for inclusion in the Agreement.

- 29.10 The parties agree to adopt and abide by the terms of the MOU on physicals incorporated into this agreement as Attachment E.
- 29.11 A joint labor/management committee, with an equal number of firefighter/fire supervisor and City representatives, will be established to make a recommendation for a department drug testing protocol on or before January 1, 2024.

### **ARTICLE XXX**

#### **Exchange of Days Off**

- 30.1 Firefighters may, where the City determines that it won't seriously impair Department operations, exchange regular shifts off according to the following procedure:
  - A. Employee requesting the exchange shall fill out swap time slip properly and have it approved in writing by the appropriate supervisor.
  - B. On approving such exchange, the approving supervisor will issue the appropriate schedule change assignments to both officers to complete the exchange.

It is expressly understood that exchanges of time are not subject to the overtime provisions in the Agreement. Shift exchanges must be completed within twenty-eight (28) calendar days of the original exchange.

### **ARTICLE XXXI**

#### **Union Business**

- 31.1 One member of the union (as selected by the union president) shall be afforded time off with pay if necessary, to attend the bi-monthly meetings and the bi-annual convention of the Professional Firefighters of New Hampshire.
- 31.2 Leave from duty with full pay shall be granted to any individual covered by this Agreement who files a grievance matter under Article XXV, Grievance Procedure, for the purpose of attending scheduled meetings or hearings relating to the individual's grievance, provided the grievant was scheduled for duty at a time simultaneous to his/her attendance at the grievance proceeding.
- 31.3 Up to two (2) representatives of the Union (one of which must be the grievant) who, because of their position, are required to participate in activities related to the Grievance procedure adopted under this Agreement, shall be permitted time off from their duties with pay, provided that the employee was scheduled for duty at a time simultaneous to his/her attendance at the grievance proceeding.
- 31.4 Leave from duty with full appropriate pay shall be granted to members of the Union's Negotiating Committee, not to exceed three (3) members, who attend meetings between the City and the Union for the purpose of negotiating the terms of an Agreement; provided the employee was scheduled for regular duty at a time simultaneous to

attendance at such meeting.

- 31.5 The Union President shall be afforded an additional eight (8) hours of time off with pay per year to attend to PFFNH, IAFF or other union sponsored seminars, training sessions or other union events.

## **ARTICLE XXXII**

### **Required Training**

- 32.1 The City and Union agree that the training provided to employees should meet NFPA standards. The City and Union agree that every bargaining unit member of the Fire Department shall be offered a minimum of thirty-two (32) hours of training per year at the New Hampshire Fire Standards and Training facility or at a designated location. These hours include training designated as required by the City. An employee may be excused by the Chief from a scheduled required training. Such requests shall include supporting documentation of a previously scheduled commitment or an unforeseeable event. If approved, the employee shall provide an alternate plan and timeline to obtain the required training for approval.

With the Fire Chief's prior approval, employees will be allowed to select what training to pursue for eight (8) of these hours. The program shall be administered by the Training Officer, who shall consider recommendations of the training committee. Attendance shall be scheduled during off duty hours and scheduled to minimize any effect on fire suppression and EMS coverage for the City. The hours spent by employees attending said training sessions are considered compensable hours of work under FLSA.

The City and Union agree that every bargaining unit member of the Fire Department is required to attend thirty (30) hours of EMT practical recertification training during their year of recertification. The training program shall be scheduled and administered by the EMS Training Officer. In the event the training is scheduled during off duty hours all hours spent by employees attending said training sessions are considered compensable hours of work under the FLSA.

**ARTICLE XXXIII**

**Duration**

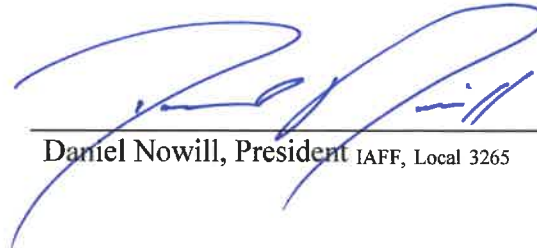
33.1 The duration of this Agreement shall extend from July 1, 2022 through June 30, 2026. Only those items specifically identified as having retroactive effect will have retroactive effect. Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing by registered mail between January 15th and February 15th of 2026, or any subsequent year of the contract. If such notice is given in accordance with the above, by either party in 2026, 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 21<sup>st</sup> day of April 2023.

**FOR THE CITY OF KEENE**

**PROFESSIONAL FIREFIGHTERS OF KEENE, NEW HAMPSHIRE**

  
Elizabeth A. Dragon, City Manager

  
Daniel Nowill, President IAFF, Local 3265

ATTEST:

  
William Dow, Deputy

**ATTACHMENT A**  
**Wage Schedules - Professional Firefighters of Keene**

		Step 1	Step 2 (12 month)	Step 3 (18 month)	Step 4 (Annual)	Step 5 (Annual)	Step 6 (Annual)	Step 7 (Annual)
<b><u>Effective July 1, 2022</u></b>								
<b>F5</b>	Firefighter, EMT or AEMT	n/a	\$25.28	\$26.50	\$27.62	\$28.87	\$30.16	\$30.76
<b>F6</b>	Firefighter, Paramedic	n/a	\$26.59	\$27.81	\$28.94	\$30.18	\$31.47	\$32.07
<b><u>Effective July 1, 2023</u></b>								
<b>F5</b>	Firefighter, EMT or AEMT	n/a	\$26.05	\$27.30	\$28.45	\$29.74	\$31.06	\$31.68
<b>F6</b>	Firefighter, Paramedic	n/a	\$27.39	\$28.64	\$29.81	\$31.09	\$32.41	\$33.03
<b><u>Effective July 1, 2024</u></b>								
<b>F5</b>	Firefighter, EMT or AEMT	n/a	\$26.83	\$28.12	\$29.30	\$30.63	\$31.99	\$32.63
<b>F6</b>	Firefighter, Paramedic	n/a	\$28.21	\$29.50	\$30.70	\$32.02	\$33.38	\$34.02
<b><u>Effective July 1, 2025</u></b>								
<b>F5</b>	Firefighter, EMT or AEMT	n/a	\$27.50	\$28.82	\$30.03	\$31.40	\$32.79	\$33.45
<b>F6</b>	Firefighter, Paramedic	n/a	\$28.92	\$30.24	\$31.47	\$32.82	\$34.21	\$34.87

## ATTACHMENT AB

### **Long-Term Disability Insurance Plan**

- 60% of gross monthly earnings, with a maximum monthly benefit of \$4,000.00
- 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



## ATTACHMENT C

### **Letter of Agreement Between City of Keene and Keene Professional Firefighters**

In an effort to make the promotional process for Lieutenant and Captain predictable and known to all members of the Union, the following Letter of Agreement is provided to outline this process:

1. All promotional processes held to fill vacancies in the rank of Captain and/or Lieutenant (staff or line) shall follow the process outlined in this Letter of Agreement.
2. All vacancies for the position of Captain and/or Lieutenant – (line or staff) shall be announced through the standard job posting. This posting shall list the minimum qualifications, application process, and the deadline date for application submittal.
3. The promotional process shall follow the currently adopted three-step process. Personnel who apply for a posted position and meet the minimum qualifications listed in the job announcement shall be allowed to participate in the promotional process. Personnel not meeting the minimum qualifications will be disqualified. The job announcement shall be posted at least one year prior to any testing.
  - a. Step one shall consist of a written test provided by an agreed upon valid testing source “provider” for the written exam. This test will be administered by the HRO, following the security guidelines provided by the provider. Personnel who apply for promotion will be provided with a reading list of texts used in the preparation of the test by the provider. The time limit suggested by the provider will be strictly enforced. Upon completion of the written testing process, the Human Resources Department shall provide a list of scores to the Fire Chief.
  - b. Step two shall consist of a formal assessment center. All items in the assessment center shall be determined by the Fire Chief. The assessment center coordinator shall forward the numerical results to the Fire Chief as soon as possible.
  - c. Step three shall consist of an interview panel with the Fire Chief, Deputy Chief- Administration, and Deputy Chief-Operations. Candidates will be ranked on their past performance, ability to be a team player, attitude, contribution to the mission of the Department, training and education, physical fitness, ability to do the job applied for, ability to lead, knowledge of departmental operations, and overall fitness for the position.

4. Following the completion of all three processes, the Fire Chief will consider the performance of all candidates and compile a list ranking all candidates in the promotional process. Each candidate will be assigned a numerical score based on 45% for the written test, 45% for the assessment center, and 10% for the Chief's interview.

For purposes of clarification, the numerical score used to rank the candidates shall be calculated by multiplying the score received on each component of the process by the weighting factor assigned and totaling those results to determine a candidate's numerical score for ranking purposes. For example, assume a candidate achieved the following scores:

	<u>Score</u>	<u>Weight</u>	<u>Weighted Score</u>
Written	90	45%	40.5
Assessment Center	70	45%	31.5
Chief's Interview	90	10%	9
<b>Numerical Score for Ranking Purposes</b>			<b>81</b>

This candidate would receive the numerical score of 81 for ranking purposes.

After the top three candidates with the highest score are determined by the process, the Chief will then exercise his/her discretion to rank the top three (3) scorers, and promotion will be offered in accordance with that ranking.

5. A minimum score of 70% is required on each step of the promotional process to be eligible for the promotional hiring list.
6. An unpaid suspension issued after the creation of a promotional list may, at the Fire Chief's discretion, result in a bargaining unit member being bypassed on the promotional list for a period of no longer than six (6) months.

**CITY OF KEENE - HMO AB SOS \$20 / \$40 / 1K Ded (Option I)**



		Access Blue Site of Service (ABSOS20/40/1KDED)	Supplemented by City-Funded Health Reimbursement Arrangements
		Access Blue New England Network Benefits (1)	
<b>Cost Sharing</b>	<b>Are Referrals Required?</b>	No referral necessary within the Network. Referral required outside the Network	
	<b>PCP Visit Copayment</b>	\$20 per visit	
	<b>Specialty Visit Copayment</b>	\$40 per visit	\$20 HRA reimbursement; your net copayment is \$20 per visit (administered by VOYA)
	<b>Emergency Room Copayment</b>	\$100 per visit (waived if admitted)	
	<b>Urgent Care Facility, Walk-in Center, or CVS Minute Clinic Copayment</b>	Urgent Care Facility: \$50 per visit; Walk-In Center or CVS Minute Clinic: \$20 per visit	Walk-In Center or CVS Minute Clinic: \$20 HRA reimbursement; your net copayment is \$20 per visit (administered by VOYA)
	<b>LifeHealth Online</b>	\$10 per "visit"	
	<b>Standard Deductible</b>	\$1,000 per Member per year; \$3,000 per family per year)	\$500 per member per plan year (July 1-June 30); you pay \$500 per member to a maximum of \$1,500/family (administered by HealthTrust)
	<b>Standard Coinsurance</b>	N/A	
	<b>Coinsurance Maximum</b>	N/A	
	<b>Durable Medical Equipment</b>	You pay 20% after separate \$100 per Member, per year deductible	
<b>Out-of-Pocket Limit</b>	\$5,000 per Member, per year; \$10,000 per family, per year (2)		
<b>Deductible Rollover</b>	<b>Deductible Rollover</b>	N/A	
<b>Inpatient</b>	<b>Inpatient Services; medical, surgical and maternity admissions</b>	Standard Deductible, then covered in full	
<b>Preventive Care</b>	<b>Immunizations, cancer screenings: mammograms, pap smears, routine colonoscopy; routine physical exams, nutrition counseling, routine hearing exams (one exam each year)</b>	You pay \$0	
	<b>Routine Eye Exams</b>	You pay \$0 (one exam per calendar year 18 years and younger; once every two years thereafter)	
<b>Eyewear</b>	<b>Frames/Lenses</b>	n/a	
<b>Outpatient</b>	<b>Medical exams, telemedicine and online visits, consultations, medical treatments</b>	Visit Copayment or Specialty Visit Copayment	\$20 HRA reimbursement for Specialty Visits; your net copayment is \$20 per visit
	<b>Injections (except allergy injections)</b>	Visit Copayment or Specialty Visit Copayment	\$20 HRA reimbursement for Specialty Visits; your net copayment is \$20 per visit
	<b>Allergy injections</b>	You pay \$0	
	<b>Outpatient surgery, laboratory, x-rays, ultrasounds</b>	You pay \$0 if performed at a preferred site of service location. Subject to standard deductible when not performed at a preferred site of service location.	
	<b>MRA, MRI, PET, SPECT, CT Scan, CTA, Chemotherapy, medical supplies and drugs</b>	You pay \$0 if performed at a preferred site of service location. Subject to standard deductible when not performed at a preferred site of service location.	
	<b>Maternity Care</b>	You pay no visit copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is the same as shown for "Inpatient Services" or "Outpatient Facility Care."	



		Access Blue Site of Service (ABSOS20/40/1KDED)	Supplemented by City-Funded Health Reimbursement Arrangement
		Access Blue New England Network Benefits (1)	
Emergency Room and Urgent Care	Use of the emergency room	\$100 copayment (copayment waived if admitted)	
	Use of an urgent care facility	Urgent Care Facility Copayment	
	Physician's fee, surgery, MRA, MRI, PET, SPECT, CT Scan, CTA, medical supplies and drugs while in the emergency room	Standard Deductible	
	Laboratory and x-ray tests while in the emergency room	Standard Deductible	
	Ambulance Services - must be medically necessary	Standard Deductible	
Outpatient Physical Rehab	Physical, Occupational and Speech Therapy	\$20 per visit	
	Cardiac Rehabilitation Visits	Specialty Visit Copayment	\$20 HRA reimbursement; your net copayment is \$20 per visit
	Chiropractic Care	Specialty Visit Copayment, Unlimited Visits	\$20 HRA reimbursement; your net copayment is \$20 per visit
	X-ray tests performed by a chiropractor	Standard Deductible	
	Acupuncture	Specialty Visit Copayment, up to 12 visits per Member, per year	\$20 HRA reimbursement; your net copayment is \$20 per visit
Behavioral Health Care	Outpatient Behavioral Healthcare and Substance Abuse Treatment	Visit Copayment or Specialty Visit Copayment, Unlimited visits	\$20 HRA reimbursement for Specialty Visits; your net copayment is \$20 per visit
	Inpatient Behavioral Healthcare and Substance Abuse Treatment	Standard Deductible	
Dental	Dental Check Up	Not covered	
Prescription Drugs	Prescription Drugs	<b>Retail Pharmacy:</b> \$10 generic, \$20 preferred brand-name, \$45 non-preferred brand-name for up to 34-day supply through CVS Caremark's participating retail pharmacies. <b>Maintenance Choice:</b> \$10 generic, \$20 preferred brand-name, \$45 non-preferred brand-name for up to 90-day supply through CVS Caremark's Mail Service Pharmacy or at a CVS Pharmacy. <b>Specialty Drugs:</b> Must be obtained through Specialty Pharmacy.	All Tier 1: 30- or 90-day supply = HRA reimbursement of up to \$10 per prescription; if you file manually with VOYA; your net copayment is \$0

**HealthTrust Disclaimers:**

- (1) Referrals are not required for care provided within the Access Blue New England Network.
- (2) The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments You pay during a year for medical and prescription expenses under this medical plan and Your HealthTrust prescription benefit program. It does not include your premium, amounts over the Maximum Allowed Amount, penalties, or charges for noncovered services. Once the combined Out-of-Pocket Limit is satisfied, You will not have to pay additional Deductibles, Coinsurance, or Copayments for the rest of the year.
- (3) Laboratory tests, Outpatient surgery and Radiology services will cost \$0 if performed at a preferred site of service location. Subject to standard deductible when not performed at a preferred site of service location.

**Please note that, throughout this chart, any reference to year means plan year. Plan year is July 1, through June 30. This chart is intended for summary purposes only. Details of coverage are set forth in separate documents, which govern these plans.**



**Access Blue New England <sup>SM</sup>  
Site of Service Plan  
Cost Sharing Schedule**

*This Cost Sharing Schedule is an important part of Your Subscriber Certificate and is an outline of Your coverage. Do not rely on this outline alone. Keep this Schedule with Your Certificate because it contains important information about coverage and limitations. Please read Your Subscriber Certificate carefully as important terms and limitations apply.*

**Cost Sharing Summary**

	YOUR COST
<b>Visit Copayment</b> Applies each time You visit Your Network Primary Care Provider (PCP) or Network obstetrician/gynecologist (OB/GYN).	\$20 per visit
<b>Specialty Visit Copayment</b> Applies each time You visit a Network specialist.	\$40 per visit
<b>Walk-In Center Copayment</b>	\$20 per visit
<b>Urgent Care Facility Copayment</b>	\$50 per visit
<b>Emergency Room Copayment</b>	\$100 per visit
<b>Standard Deductible</b>	\$1,000 per Member, per year \$3,000 per family, per year
<b>Standard Coinsurance</b>	N/A
<b>Coinsurance Maximum</b>	
<b>Durable Medical Equipment, Medical Supplies and Prosthetics</b>	
<b>Deductible</b>	\$100 per Member, per year
<b>Coinsurance</b>	20%
<b>Out-of-Pocket Limit</b>	\$5,000 per Member, per year \$10,000 per family, per year
<p>The <b>Out-of-Pocket Limit</b> includes all Deductibles, Coinsurance, and Copayments You pay during a year for medical and prescription expenses under this medical plan and Your HealthTrust prescription benefit plan. It does not include Your premium, amounts over the Maximum Allowed Amount, penalties, or charges for noncovered services. Once the combined Out-of-Pocket Limit is satisfied, You will not have to pay additional Deductibles, Coinsurance, or Copayments for the rest of the year.</p>	

**Please note that throughout this Cost Sharing Schedule any reference to year means Plan Year unless otherwise noted. Plan Year is July 1 through June 30.**

## Coverage Outline

## YOUR COST

### I. Inpatient Services

<b>In a Short Term General Hospital</b> (Facility charges for medical, surgical and maternity admissions)	Standard Deductible**
<b>In a Skilled Nursing Facility</b> (Facility charges) Up to 100 Inpatient days per Member, per year	
<b>In a Physical Rehabilitation Facility</b> (Facility charges)	
<b>Inpatient physician and professional services</b> (Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests)	
Skilled Nursing Facility admissions are limited to the number of Inpatient days stated above.	

### II. Outpatient Services

<b>Preventive Care</b>	
<b>Preventive Care and screenings as required by law or permitted by the Plan including, but not limited to:</b> -Routine physical exams for babies, children and adults (including one annual gynecological exam) -Immunizations for babies, children and adults (including travel and rabies immunizations) -Cancer screenings such as mammograms, pap smears, prostate-specific antigen (PSA) screening, routine colonoscopy and sigmoidoscopy -Lead screening -Outpatient/office contraceptive services -Nutrition counseling -Diabetes management program -Routine vision exams - one exam each year for Members 18 years old and younger; one exam every two years for Members 19 years old and older. -Routine hearing exams - one exam each year.	You pay \$0**
<b>Medical/Surgical Care in a Physician's Office, Walk-In Center or Retail Health Clinic, or furnished by a Site of Service Provider (such as an Independent Ambulatory Surgical Center, Independent Infusion Therapy Provider, Independent Laboratory Provider, or Independent Radiology Provider)</b>	
Medical exams, telemedicine and online visits, consultations, and medical treatments	Visit Copayment or Specialty Visit Copayment**
Injections (except allergy injections)	
Allergy injections	You pay \$0**
Office surgery (including anesthesia)	Visit Copayment or Specialty Visit Copayment**
Surgery and anesthesia	
Laboratory tests (including allergy testing)	You pay \$0 at Site of Service providers. Otherwise, Standard Deductible**
X-ray tests (including ultrasound)	
MRA, MRI, PET, SPECT, CT Scan, CTA	
Medical supplies (including hearing aids), chemotherapy, infusion therapy, and drugs	Standard Deductible**
Provider services at a Walk-In Center or Retail Health Clinic	Walk-In Center Copayment
Maternity care (prenatal and postpartum visits)	You pay no Visit Copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is the same as shown for "Inpatient Services" (above) and "Outpatient Facility Care" (below).
Please see Your Subscriber Certificate for information about maternity care.	

\*\* For non-emergency services furnished by an out-of-network provider within an in-network facility, Your cost will be the in-network cost, unless you are provided notice and give your consent. Please refer to Your Subscriber Certificate for details.

YOUR COST	
<b>Outpatient Facility Care in the Outpatient Department of a Hospital, a Short Term General Hospital's Ambulatory Surgical Center, a Hemodialysis Center or Birthing Center</b>	
Medical exams and consultations by a physician, telemedicine and online visits	Visit Copayment or Specialty Visit Copayment
Services of a surgeon, operating room for surgery and anesthesia	Standard Deductible**
Physician and professional services for the delivery of a baby	
Physician and professional services for management of therapy	
Hemodialysis, chemotherapy, radiation therapy, infusion therapy, MRA, MRI, PET, SPECT, CT Scan, CTA	
Fees for use of a facility, medical supplies (including hearing aids), drugs, other ancillaries, observation	
Laboratory and x-ray tests (including ultrasounds)	
<b>Emergency Room Visits and Urgent Care Facility Visits</b>	
Use of the emergency room (The Copayment is waived if You are admitted)	Emergency Room Copayment
Use of an Urgent Care Facility	Urgent Care Facility Copayment
Physician's fee, surgery, MRA, MRI, PET, SPECT, CT Scan, CTA, medical supplies and drugs	Standard Deductible††
Laboratory and x-ray tests	
<b>Ambulance Services</b>	
Medically Necessary ambulance transport	Standard Deductible
<b>III. Outpatient Physical Rehabilitation Services</b>	
<b>Physical Therapy and Occupational Therapy and Speech Therapy</b> Up to a combined maximum of 60 visits per Member, per year	Visit Copayment**
<b>Cardiac Rehabilitation Visits</b>	
<b>Chiropractic Care</b>	
<ul style="list-style-type: none"> <li>• Office visits – Unlimited Medically Necessary services</li> <li>• X-ray tests furnished by a chiropractor</li> </ul>	Standard Deductible
<b>Acupuncture</b> – Up to 12 Medically Necessary visits per Member, per year by a physician or licensed acupuncturist	Visit Copayment
<b>Early Intervention Services</b>	You pay \$0
<b>IV. Home Care</b>	
<b>Physician services</b> Medical exams, injections, medical treatments, surgery and anesthesia, telemedicine and online visits	Visit Copayment or Specialty Copayment**
<b>Home Health Agency services</b>	Standard Deductible**
<b>Hospice</b>	You pay \$0**
<b>Infusion Therapy</b>	Standard Deductible**
<b>Durable Medical Equipment, Medical Supplies and Prosthetics</b>	Subject to the DME Deductible and Coinsurance

†† For out-of-network emergency services, Your cost will be the in-network cost, except for some post stabilization services for which you are provided notice and give consent. Please refer to Your Subscriber Certificate for details.

\*\* For non-emergency services furnished by an out-of-network provider within an in-network facility, Your cost will be the in-network cost, unless you are provided notice and give your consent. Please refer to Your Subscriber Certificate for details.

<b>YOUR COST</b>	
<b>V. Behavioral Health Care (Mental Health and Substance Use Care)</b>	
<b>Outpatient/Office/Telemedicine/Online Visits</b>	
<b>Mental Health Visits:</b> Unlimited Medically Necessary visits	Visit Copayment or Specialty Visit Copayment**
<b>Substance Use Care Visits:</b> Unlimited Medically Necessary visits (including detoxification and substance use rehabilitation services)	
<b>Applied Behavioral Analysis:</b> Unlimited Medically Necessary visits for treatment of pervasive developmental disorder or autism.	
<b>Partial Hospitalization and Intensive Outpatient Treatment Programs</b>	
<b>Mental Disorders:</b> Unlimited Medically Necessary care	You pay \$0**
<b>Substance Use Disorders:</b> Unlimited Medically Necessary care for rehabilitation and detoxification	
<b>Inpatient Care</b>	
<b>Mental Disorders:</b> Unlimited Medically Necessary Inpatient days	Standard Deductible**
<b>Substance Use Disorders:</b>	
<ul style="list-style-type: none"> <li>• Medical detoxification days - Unlimited Medically Necessary Inpatient days</li> <li>• Substance Use Disorder rehabilitation - Unlimited Medically Necessary Inpatient days</li> </ul>	
<b>VI. Prescription Eyewear</b>	
N/A	

\*\* For non-emergency services furnished by an out-of-network provider within an in-network facility, Your cost will be the in-network cost, unless you are provided notice and give your consent. Please refer to Your Subscriber Certificate for details.



	RETAIL PHARMACY	MAINTENANCE CHOICE (MAIL SERVICE OR CVS PHARMACY)
	For immediate or short-term medication needs*	For maintenance or long-term medication needs*
<b>YOU WILL PAY</b>	<ul style="list-style-type: none"> <li>• \$10 for each generic medication</li> <li>• \$20 for each preferred brand-name medication**</li> <li>• \$45 for each non-preferred brand-name medication**</li> </ul>	<ul style="list-style-type: none"> <li>• \$10 for each generic medication</li> <li>• \$20 for each preferred brand-name medication**</li> <li>• \$45 for each non-preferred brand-name medication**</li> </ul>
	• \$0 for contraceptives, contraception devices, emergency contraception and certain preventative medications. (Brand-name medications with direct generic equivalents will require an applicable copayment.)	
<b>OUT-OF-POCKET LIMIT</b>	\$5,000 per individual / \$10,000 per family. Includes out-of-pocket costs for prescription and medical expenses under this prescription benefit plan and your HealthTrust medical plan during a plan year (January Plan Year: 1/1 through 12/31; July Plan Year: 7/1 through 6/30).	
<b>DAY SUPPLY LIMIT</b>	Up to a 34-day supply	Up to a 90-day supply
<b>REFILL LIMIT</b>	One initial fill plus two refills for maintenance or long-term medications. For each additional fill you will pay 100% of the prescription cost.	None
<b>PRIOR AUTHORIZATION REQUIRED</b>	Botox and Myobloc for non-cosmetic purposes only; Wellbutrin and its generics (all forms of Wellbutrin and its generics are not covered for use as a smoking deterrent); Specialty Medications; Compound Medications	
<b>TOBACCO CESSATION</b>	Your plan covers prescription medication and some over-the-counter products designed to eliminate tobacco use. Coverage is available through your retail and mail service benefit subject to the cost sharing components and dispensing limitations of your plan. To be eligible for the coverage you must be age 18 or older. Contact Customer Care or log on to <a href="http://www.healthtrustnh.org">www.healthtrustnh.org</a> to find out more about which prescription medications and over-the-counter products are covered under your plan.	

\*Your plan may have coverage limits, be subject to dispensing limitations and may not cover certain medications. Please contact CVS Caremark at 1-888-726-1631 or log on to your secure account at [www.healthtrustnh.org](http://www.healthtrustnh.org) for the most up-to-date plan information.

\*\*When a generic equivalent is available but the pharmacy dispenses the brand-name medication for any reason other than a doctor's "dispense as written" or equivalent instructions, you will pay the generic copayment plus the difference in cost between the brand-name and the generic.

### Where to Fill Your Prescriptions

Choosing where to fill your prescription depends on whether you are ordering a short-term or long-term medication:

**Short-term medications** are generally taken for a limited amount of time and have a limited amount of refills, such as an antibiotic. You can fill prescriptions for these medications at any pharmacy in the CVS Caremark retail network.

- Choose from more than 64,000 network pharmacies nationwide, including over 20,000 independent community pharmacies
- Find a participating pharmacy at [www.healthtrustnh.org](http://www.healthtrustnh.org)

**Tip:** To avoid filling out claims paperwork, bring your Prescription Card with you when you pick up your prescription and use a pharmacy in the CVS Caremark retail network. Additional Prescription Cards may be obtained by calling Customer Care toll-free at 1-888-726-1631.

**Long-term medications** are taken regularly for chronic conditions such as high blood pressure, asthma, diabetes or high cholesterol. You have the choice of obtaining long-term prescriptions (up to a 90-day supply) through the CVS Caremark Mail Service Pharmacy or at any CVS Pharmacy in New Hampshire or nationwide (including Target locations). Either way, it's a convenient way to fill your long-term or maintenance medications while reducing your prescription costs. Choose any of the following easy ways to get started:

For delivery by mail:

1. Call FastStart toll-free at 1-800-875-0867
2. Ask your doctor to call in the prescription through the toll-free FastStart physician number at 1-800-378-5697
3. Fill out and send in a mail service order form - use the one included with your welcome kit or print one at [www.healthtrustnh.org](http://www.healthtrustnh.org)

For pickup at a CVS Pharmacy:

1. Ask your doctor to send the prescription to your preferred CVS Pharmacy location
2. Call your preferred CVS Pharmacy location and they will help get a new prescription from your doctor

### Customer Care

If you have questions about your prescriptions or benefits, you can contact Customer Care 24 hours a day, seven days a week, toll-free at 1-888-726-1631 or by e-mail at [customerservice@caremark.com](mailto:customerservice@caremark.com). For Telecommunication Device assistance, please call toll-free 1-800-863-5488. To help you manage your prescription drug benefits, simply log in to your secure HealthTrust account at [www.healthtrustnh.org](http://www.healthtrustnh.org) and click on the CVS Caremark button, or use the CVS Caremark mobile app.

Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-726-1631. Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

To contact HealthTrust, please call toll-free at 1-800-527-5001 between the hours of 8:30 a.m. and 4:30 p.m. (EST) Monday through Friday or visit [www.healthtrustnh.org](http://www.healthtrustnh.org). HealthTrust Enrollee Services Representatives are available for issues or concerns with enrollment or eligibility, and any other prescription benefit-related inquiry.

For further information or questions, you may also e-mail Enrollee Services at [enrolleeservices@healthtrustnh.org](mailto:enrolleeservices@healthtrustnh.org).

**Joint Labor/Management Fitness Initiative**  
**ATTACHMENT E**

WHEREAS the Parties have agreed to incorporate within the Department the Fire Service Joint Labor Management Wellness/Fitness Initiative to include an overall wellness/fitness system to maintain uniformed personnel physical and mental health resilience and capabilities. Any program of physical/mental fitness must be positive and not punitive in design; require a minimum level of participation by all uniformed personnel in the department as defined and agreed upon; is safe for all participants; allow for on-duty-time participation utilizing available department facilities and equipment; provide for rehabilitation systems for those in need; contain training and education components and be reasonable and equitable to all participants;

WHEREAS the Parties intend to work cooperatively and collaboratively in establishing and maintaining a responsive and responsible program;

NOW THEREFORE, the Parties agree as follows:

**A. WELLNESS - FITNESS INITIATIVE**

Section A-1. "The Fire Service Joint Labor Management Wellness - Fitness Initiative" ("the WFI") is designed as a positive individualized program that is not punitive.

Section A-2. The Parties agree to work together in good faith to implement those portions of the WFI that the Parties agree will benefit both the City and the Association.

Section A-3. The Parties agree that a Health and Wellness Committee made up of the Fire Chief, a designee of the Fire Chief, and one member from each of the two bargaining units in the Keene Fire Department (one of whom shall be the Association President), shall oversee the implementation and administration of the WFI.

**B. MEDICAL COMPONENT**

Section B-1. To provide the medical component of the WFI the City shall contract with medical providers who meet the requirements set forth for an occupational medical provider as set forth in NFPA 1582.

Section B-2. The City's contract with the medical provider shall require that all WFI annual medical exams be administered in accordance with the requirements of the WFI except as may be agreed upon by the City and the Association.

Section B-3. The City will only have access to information regarding fitness for duty, necessary work restrictions and appropriate accommodations.

Section B-4. All medical information must be maintained in separate files from all other personnel information.

Section B-5. In the event that there is a difference of opinion as to the fitness for duty or accommodations between the medical provider and the employee's primary care physician or specialist, the medical provider and the PCP shall choose a third medical provider who is board certified in the particular discipline in dispute who shall render a final opinion on the specific matter.

Section B-6. The Parties agree medical examinations provided in accordance with the WFI shall be provided annually. Currently, such examinations are conducted during the months of January or February each year. In the event modification of this schedule is required, the City shall provide notice to members. It is understood that if a member is unable, for any reason, to comply with their scheduled date of appointment, they may be scheduled at a time other than the agreed upon three (3) month window.

### C. FITNESS COMPONENT

Section C-1. The parties agree that there shall be two (2) peer fitness trainers who shall be trained in accordance with WFI. Peer fitness trainers shall be selected by the Fire Chief. Although the Fire Chief will have the sole authority to select the peer fitness trainers, the Fire Chief will consult with the Association President before making the selection.

Section C-2. Once physical examinations and fitness evaluations have been completed by the medical provider, peer fitness personnel shall create and administer an individual fitness program for each participating member.

Section C-3. The purpose of the full fitness evaluation is to determine the current level of fitness of the member being tested.

Section C-4. Once an individual fitness program is created, members will participate in the fitness program which may, at the Chief's discretion, include exercising while on duty.

### D. REHABILITATION COMPONENT

Section D-1. The medical provider shall notify the Department of any member who is unfit for duty or unfit for participation in the fitness program and indicate those duties which the employee is prohibited from performing. The medical provider shall also set forth any recommendations and/or accommodations with respect to duties for which the employee may qualify.

Section D-2. Upon a written request from the member, in the event that that a member is restricted from full duty, the Department shall notify the Association and provide a copy of the restrictions from the fire department medical provider.

Section D-3. Any member placed on medical hold or restrictions shall be placed in the alternative duty program for duty applicable within the employee's restrictions.

Section D-4. The Parties agree that there shall be an alternative duty work program which will be designed to utilize the member's skills and knowledge for duties within the applicable duty restrictions. The purpose of the program will be to facilitate resolution of any medical problem and return the employee to full duty as quickly as possible.

Section D-5. The Department will make a good faith effort to place employees in alternative duty assignments within their restrictions that best utilize their abilities, knowledge and experience within the Fire Department.

Section D-6. The medical provider and the member's primary care physician shall work together to outline a program for rehabilitation including medical, physical or other therapies.

Section D-7. The Department will make a good faith effort to place employees in alternative duty assignments within their restrictions that best utilize their abilities, knowledge and experience within the Fire Department.

Section D-8. Acceptable alternative duty assignments generally will include the following:

- Fire Prevention Aide
- Assistant to Training Fire
- Apparatus Operator Fire
- Department EMT Watch
- Desk

An employee may be assigned to other alternative duties within their restrictions upon agreement of the Parties.

Section D-9. Alternative duty assignments shall be provided for the period of the employee's disability with every effort to return the employee to regular duty as quickly as possible.

Section D-10. Whenever it is determined that a member will not be able to return to regular duty, the Parties shall make a good faith effort to provide alternative duties for which the employee may have the ability and skills to provide valuable work for the Department for a maximum period of up to eighteen (18) months, provided the member is continuing to make a good faith effort to return to regular duty. Such an assignment will not be required if the Fire Chief determines that the employee does not have the requisite ability and skills to provide valuable work for the Department, or if all alternative duty assignments are already filled.

## Attachment F

- 13.1 **PERSONAL LEAVE:** Unit employees shall receive one Personal Leave Day for each ninety (90) days (non-overlapping) period during which they use no sick leave. Any such earned Personal Leave Days must be taken prior to the expiration of the three (3) calendar months subsequent to the three (3) month period in which the Personal Leave Day was earned or it will be lost. Such earned Personal Leave Days may be taken when approved in advance by the Department. The use of such earned Personal Leave Days will not count toward vacation accumulation.

This provision will sunset when the City transitions from Pentamotion (legacy system) to processing its first payroll in the new software system (MUNIS).

