

AFT-NH



November 7, 2008

Keene Police Officers Association #6246 AFT-NH, AFL-CIO and
City of Keene

Dear Mr. Mitchell:

Pursuant to RSA 273-A:16 attached please find for filing the
recently executed collective bargaining agreement between the
above-named parties.

If you require additional information, please feel free to contact
my office.

Thank you

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Rec'd
11/2/08

AN AGREEMENT BETWEEN THE

Keene Police Officers Association
AFT Local #6246, AFT-NH, AFL-CIO

and

City of Keene, New Hampshire

July 1, 2008 – 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 The Keene Police Officers Association, AFT-NH, AFT Local, #6246 is hereinafter referred to as the "Association".

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

ARTICLE I

Unit Description

SECTION 1: The unit to which this Agreement is applicable shall consist of all permanent full-time Keene Police Department employees who have finished their employment probationary period in the following job classifications: Police Officers. All other job classifications and employees of the Keene Police Department shall be excluded.

ARTICLE II

Management Rights

SECTION I: The City Council and/or 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 Police Department 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 Police 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. It is understood and agreed that the City retains all rights, responsibilities and prerogatives not specifically modified by this Agreement.

ARTICLE III

Employee Rights

SECTION 1: 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 2: The Steward or his/her designee shall be permitted to process grievances during their scheduled hours of duty, provided that the amount of time in which officer's are engaged in such activities is reasonable and it does not interfere with the response to an emergency situation, and further provided that this work will not cause the Steward, his/her designee or other members of the department to incur overtime unless approved by the chief.

SECTION 3: Every effort will be made to schedule negotiations at a time which does not conflict with the scheduled duty of employees who are members of the Association's collective bargaining unit negotiations team. Should a collective bargaining session be scheduled during a time when members of the Association's negotiating team are scheduled for duty, at the discretion of the Chief, up to a maximum of two unit members will be permitted to participate in the negotiations without loss of pay.

SECTION 4: The president of the Association and/or his/her designees will be entitled to a total of ten (10) hours of paid time off per year to attend to association business. The president of the Association and/or his/her designees will be entitled to use vacation leave, personal leave or compensatory time to attend meetings and functions directly associated with the administration of the KPOA including but not limited to trainings, meetings, and legislative hearings. Such requests will be honored, consistent with the provisions of this paragraph, even if the request for such earned time is submitted with less than two weeks notice, through no fault of the association.

- (1) If more than two Association representatives on the same shift want to take the same time off, the third and subsequent officers shall be responsible for finding their own replacement.
- (2) If two officers are already on vacation from a shift, then only one officer will be granted time off under this section unless he/she finds a replacement.

ARTICLE IV

Stability of Agreement

SECTION 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 hereto unless made and executed in writing by said parties.

SECTION 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.

SECTION 3: The Association agrees to provide a copy of this Agreement to each employee in the bargaining unit.

SECTION 4: The Association agrees that any Association fund-raising activities or events which are undertaken or promoted by the Association shall be clearly designated and advertised as a Keene Police Officers Association, AFT Local # 6246, AFT-NH, AFL-CIO activity or event so as not to be confused by the public as a city police department activity or event. The City shall be notified thirty (30) days in advance of such fund-raising activities. On the day fund-raising activities begin, a press release will be issued stating in wording to the effect that the activity is a Keene Police Officers Association, AFT Local #6246, AFT-NH, AFL-CIO sponsored event. The City agrees that if any Association fund-raising activity or Association sponsored event is confused by the public as a City of Keene or a City of Keene Police Department event, the City will publish a clarifying press release, provided that the Association alerts the City to such confusion and provided that the City agrees that such confusion exists.

SECTION 5: 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 V

Deduction of Dues

SECTION 1: The Employer agrees to deduct the membership dues in such weekly amounts as determined by the Association levied in accordance with the Constitution and By-Laws of the Association, for any member who has voluntarily executed and submitted a written and signed authorization to the City Finance Director.

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

SECTION 3: Should there be a dispute between an employee and the Association over the matter of dues deductions, the Association agrees to defend and hold the City harmless of any such disputes.

SECTION 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 Association beyond the regular dues.

SECTION 5: 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 VI

Holidays

SECTION 1: The following days shall be considered holidays for pay purposes.

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	

SECTION 2: Annually, each employee 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 provision of Section 2 above, each employee who works on Independence Day(July 4), Labor Day (1st Monday in September), Thanksgiving Day (4th Thursday in November) and/or Christmas Day (December 25) shall be paid at one and one-half the regular rate for all hours worked on such holiday.

Each employee who works a patrol shift on Christmas Day (December 25) or is ordered in to work on Christmas Day (December 25) shall be paid at double time the regular rate of pay for all hours worked on such holiday. The payment for working on Christmas Day (December 25) will be paid in the following weeks paycheck. It is understood that the double time pay is not in addition to the time and one-half pay listed above for Christmas Day (December 25).

SECTION 4: Bargaining unit members who are on a regular day off on Christmas Day or Thanksgiving Day shall not be ordered into work on Christmas Day or Thanksgiving Day due to a vacation or personal leave request. Bargaining unit members requesting time off on Christmas Day or Thanksgiving Day must find their own replacement if their absence would otherwise cause someone to be

ordered in. This provision shall not apply to employees who are on approved FMLA or worker's compensation leave.

ARTICLE VII

Hours of Work

SECTION 1: The regular hours of work shall not exceed one hundred sixty (160) hours during a twenty-eight (28) day period.

SECTION 2: If it is necessary to change the hours of work, the employer will notify the Association 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.

SECTION 3: Permission to exchange shifts may be granted by the Division Captain or his/her designee, provided any such exchange of shifts will not result in any claim for overtime as a result of that specific shift exchange. Permission shall not be unreasonably withheld.

SECTION 4: An officer assigned to the evening shift who is scheduled to appear in court at the morning session on a day other than the first day of his/her assigned work days may delay the beginning of their next scheduled shift to a point eight hours from the time the officer clears court. When an officer knows there will be a delay he/she must notify the on-duty shift supervisor immediately and inform him/her of the anticipated delay of start time.

SECTION 5: An officer assigned to the late night shift, who is scheduled to appear in court at the morning session the following day may, after having obtained approval from the shift supervisor, delay his/her start time so that the shift will end when court is scheduled to begin. Such approval shall not be unreasonably withheld.

SECTION 6: Subject to emergency needs as determined by the on-duty supervisor, officers on duty shall be provided with one forty-five minute meal break and two fifteen minute breaks in every ten hour shift.

If an officer is scheduled to work less than a ten (10) hour shift, he/she shall be entitled to a fifteen (15) minute break for every four (4) hours worked subject to supervisory approval.

Except in emergency circumstances or where court, or training has been scheduled for an officer, officers generally should not work more than fifteen (15) hours in any twenty four hour period.

ARTICLE VII – A

SHIFT BID

Shift assignments for officers assigned to patrol shall be posted four times a year with each posting being for a period of 12 weeks. The Police Chief or his/her designee shall post each new period eight weeks prior to its commencement. The shifts shall be based on a standard workweek of four, ten-hour days followed by three days off.

Officer shall select their preferred shift based on seniority, with the most senior police officer selecting first. All selections must be made and the posting returned four weeks prior to the commencement of the new period.

Officers in probationary status shall be assigned to shifts at the discretion of the Police Chief or his/her designee.

When an officer is assigned to patrol after a shift selection has begun, the member will be placed at the bottom of the list directly above probationary officers, regardless of seniority. Once the shift period has begun management reserves the right to place an officer on any shift it deems appropriate for the remainder of the period that is in effect at the time of the reassignment.

Canine officers shall be exempt from the seniority requirements of the shift bid process, and after consultation with the Captain of Field Operations, will select that optimizes the value of the canine to patrol operations.

If a vacancy should occur once the shift selection has been completed of the shift period already begun, the vacant shift will be offered to other officers on a seniority basis, with the most senior officer having first choice. If no eligible officer selects the shift it shall be assigned to a probationary officer.

ARTICLE VIII

Overtime

SECTION 1: All assigned services outside of an employee's regularly scheduled work week or regularly scheduled daily shift as established by the department (other than reimbursable details and court time) including service on an employee's scheduled day off or during his/her vacation, and service performed prior to the regularly scheduled starting time for his/her regularly scheduled daily shift shall be compensated at time and one-half the employee's hourly rate, provided said employee has not been absent without pay during his/her regularly scheduled work week or regularly scheduled daily shift. Provided further, however, that determining whether an employee is entitled to compensation at the overtime rate for assigned hours worked in excess of his/her regularly scheduled work week, any authorized time worked in excess of a regularly scheduled daily shift for which overtime has been paid shall not be counted; that is, the overtime rate shall

not be pyramided, compounded, added together or paid twice for the same time worked.

SECTION 2: The system for overtime work described as "Overtime Draw" and appended hereto as Appendix A shall remain in effect except as hereinafter provided.

The above paragraph to the contrary notwithstanding, it is understood and agreed that any unfilled and/or unscheduled work assignments will be filled by either utilizing the "Overtime Draw" list or the "Late Posted Overtime" list first. Those unfilled work assignments that are still left over after the utilization of the "Overtime Draw" list or the "Late Posted Overtime" list shall be filled by the Shift Supervisor by first calling such employees of the Police Department as he/she sees fit and provided further that if the Supervisor feels that there is an emergency situation, work assignments shall be filled in any manner that the Supervisor determines.

In addition, it is understood and agreed that whether the "Overtime Draw" list or the "Late Posted Overtime" list is used to fill work assignments, any officer who signs up for overtime work and then fails to accept the work or find a suitable replacement, will be removed from the eligibility for the following two (2) overtime (lottery) draws, unless such officer demonstrates to the satisfaction of the Chief that a bona fide emergency caused the failure to accept the work or find a replacement. In the event that during any such period of ineligibility of an officer for overtime draw, an amount of overtime remains left unassigned for the day of the draw, then such otherwise ineligible officer may sign up for that unfilled overtime.

SECTION 3: If an employee is ordered into work by the employer to attend to any matter relating to their work as a police officer, other than reimbursable details, they shall be placed on the ordered list. In the event an employee who has completed his/her assigned duty and has left the police station, is recalled to duty or called in by the employer to attend to any matter relating to his/her work as a police officer, other than a reimbursable detail, he/she shall be guaranteed a minimum of three (3) hours pay at the rate of time and one half of the employee's regular rate of pay. This minimum shall be guaranteed for call backs, call ins and shall include the guarantee of a three hour minimum at the rate of time and one half including but not limited to the following call-back overtime; attendance at training programs, staff or department meetings and firearms qualifications. The minimum shall also apply to any early call for which the employee receives less than two (2) weeks advance notice. For purposes of this provision, an early call is time worked prior to, and contiguous with, the Officer's shift. The minimum will not be guaranteed for holdovers, whether or not advance notice was provided. For purposes of this provision, a holdover is time worked after, and contiguous with, the employee's shift.

SECTION 4: Police officers required to attend a court session at any time other than during a regular tour of duty shall be paid for all such hours that they are in attendance at court, with a minimum payment for three (3) hours, regardless of the number of cases scheduled at that time. The rate of pay for such attendance at court shall be at the officer's overtime rate.

For purposes of administering the provisions of Section 1 of this article, the City will prescribe a method satisfactory to it for recording the hours spent by police officers in attending a court session other than during a regular tour of duty. The officers shall comply with this system in recording said hours.

The City reserves the right to require police officers to attend court sessions as a mandatory job assignment at any time; however, it will not ordinarily do so and the officers shall attend court sessions pursuant to court order, subpoena by the State. Officers shall apply for all witness fees to which they are entitled and shall turn over said fees to the City. A method for accounting for said fees and turning them over to the City shall be established by the City and the officers shall comply with its provisions. Officers shall be paid for court attendance directly by the City as set forth in Section 1 of this article, in the next regularly scheduled payroll.

An officer who is required to make a court appearance on the officer's day off but who finds that his/her required court appearance has been cancelled shall be paid for three (3) hours if notice of the cancellation is not provided to the employee's home by at least 9:00 pm two (2) calendar days prior to the scheduled Court date. The rate of pay shall be at the officer's over time rate. If the City determines that the officer made the appearance for which the court denies payment through the officers own oversight, then the City may deny payment.

ARTICLE IX

Acting Officer

SECTION 1: Any police officer who is designated by the chief or designee to perform the responsibilities of a shift supervisor shall receive an additional 4.5% pay for each hour of service in that capacity.

SECTION 2: Police officers will be scheduled to serve as a supervisor based on a rotation of all of those who take and pass the promotional examination process and desire to be placed on the list. The promotional examination process shall provide an equal opportunity for those desiring to participate.

ARTICLE X

Vacation

SECTION 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 1-1/4 days per month. On the fifteenth anniversary, the rate shall increase to 1-2/3 days per month.

SECTION 2: Officers not subject to shift bidding shall make vacation choices for the current calendar year by seniority no later than February 28th in each year from a vacation list composed by the Department which shall be posted during the first week of each calendar year. Said choices shall be subject to the Chiefs approval, which shall not be unreasonably withheld. All officers eligible for a vacation of two (2) weeks or more shall have the option of receiving the two weeks or more consecutively. Any vacation choices shall not, in the Chief's opinion, interrupt the normal operations of the Department.

Seniority vacation choices for officers on the shift bid shall be made each time a new shift bid takes place. Such vacation choices shall be submitted by the close date of the bid list and subject to the condition of the previous paragraph.

SECTION 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 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 4: 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 Chief and/or City Manager may in their sole and absolute discretion allow vacation accumulation beyond the 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 XIX.

SECTION 5: Two police officers on the same shift shall be allowed to take their annual leave at the same time.

ARTICLE XI

Sick and Personal Leave

SECTION 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 sick leave which may be accumulated is one hundred eighty (180) days effective July 1, 1997 based on the following schedule:

	<u>Years of Service</u>	<u>Accumulation</u>
<u>Up to:</u>	20	120 days
	21	132 days

22	144 days
23	156 days
24	168 days
25	180 days

SECTION 2 – PERSONAL LEAVE: Unit 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 days 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. Such earned Personal Leave days may be taken when at least one (1) week of notice is provided. No more than two police officers on the same shift will be allowed to take vacation or personal leave at the same time. If notice is less than one week, the overtime shift will be posted but if no one signs the shift, the employee requesting the personal day is responsible for the shift. 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.

SECTION 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.

SECTION 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 purposes 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 City having completed twenty (20) years of service.

SECTION 5: Sick leave may be utilized by unit members for his/her own illness or to attend to the illness or care of other members of their immediate family.

SECTION 6: In the event that an Association member suffers an injury in the line of duty and as a result begins receiving workers compensation payments, after the injured Association member’s sick time is depleted, and during the period of time that the Association member is receiving workers compensation payments or for a period of up to six (6) months after the injury (whichever period is shorter), the City will pay the injured Association member the difference between his/her worker’s compensation payments and the Association member’s regular base pay at the time of the injury. At no time will the combination of the injured Association member’s worker’s compensation payments and the City’s payment under this section exceed the Association member’s regular base pay at the time of the injury. Additionally, in the event that an Association member uses sick time in connection with an injury suffered in the line of duty, such use of sick time will not prevent the Association member’s accrual of personal leave time, or the Association member’s conversion of sick time to vacation time provided all other terms of the City’s policy are met.

ARTICLE XII

Uniform and Clothing Allowance

SECTION 1: Officers shall be issued all necessary uniforms, equipment and footwear as required by the Department. All equipment issued shall be in good condition and proper working order. All footwear and headgear shall be new.

All defective equipment or equipment in poor condition shall be replaced as soon as practical. Gun belt, holsters for handguns and radios, flashlight bulbs and batteries shall be kept in a location where they are accessible by supervisors at all times for emergency replacement.

SECTION 2: Uniforms, equipment and footwear which have been determined by the Chief or designee to have been damaged in the line of duty will be repaired or replaced by the City at no charge to the employee.

SECTION 3: At time of replacement, items being replaced shall be returned to the City. At termination of employment, all issued equipment and uniforms shall be returned to the City.

SECTION 4: Officers assigned to positions authorized by the Police Chief to routinely wear civilian clothing shall receive an annual clothing allowance of five hundred dollars (\$500) for the purchase of clothing which conforms to Departmental standards. Such payments shall be prorated for officers who serve in those positions for less than one year. Payment of the clothing allowance shall be made in a single payment in January of each fiscal year.

ARTICLE XIIA

CRUISER MAINTENANCE

Except in an emergency as determined by the shift supervisor, an officer will not be required to operate a marked police vehicle on patrol when radio equipment connecting the vehicle to Keene Dispatch is not functioning; in hours of darkness, when the spotlight is not functioning; or when emergency lights or sirens are not functioning at all or are so substantially degraded as to render them ineffective as warning devices. Officers shall not be required to operate a vehicle, which in the opinion of the shift supervisor, is unsafe. Said vehicle shall remain "out of service" until inspected by a mechanic authorized by the State of New Hampshire to inspect motor vehicles and who finds it in safe operating condition and inspectable.

All emergency equipment controls, including emergency lights, radios, siren, and mobile data terminals in marked patrol cruisers will be set up in a uniform manner as recommended by the Cruiser Maintenance Committee and approved by the Police Chief.

ARTICLE XIII

Insurance

SECTION 1: All full-time employees shall be covered by Life Insurance and AD+D coverage in the amount equal to their yearly base salary by the City. The premiums for the Life and AD+D insurance shall be paid 100% by the City. It is agreed that the City shall have the sole right to determine what company provides such Life and AD+D insurance.

SECTION 2: The City shall provide a medical insurance plan and benefits (including but not limited to the amount of co-pays and deductibles) substantially equivalent to the benefit level of Option II as of July 1, 2004 as outlined in Appendix B-2 and a provider network substantially equivalent to that available as of July 1, 2004. The current plan is administered through CIGNA as referenced in the attached Summaries of benefits (Appendices B-1, B-2 and B-3). The parties shall establish a Joint Labor-Management Committee to examine the plans being offered and review other options which may be available to the City and Association.

The City shall retain the right to obtain substantially equivalent coverage from any carrier, network provider and/or third party administrator provided however the City shall provide the Keene Police Officers' Association at least thirty (30) days written notice prior to making any changes in carrier, network provider and/or third party administrator.

Effective July 1, 2006, the City shall pay eighty-five percent (85%) of the cost of Option II. Those bargaining unit members selecting any other option which may be provided by the City shall pay the difference, if any, between the cost of the selected option and eighty-five percent (85%) of the cost of Option II. In the event that eighty-five percent (85%) of the cost of Option II exceeds the total cost of any other option, no monies will be owed to the bargaining unit member. Effective July 1, 2009, the City shall pay eighty-four percent (84%) of the cost of Option II. Those bargaining unit members selecting any other option which may be provided by the City shall pay the difference, if any, between the cost of the selected option and eighty-four percent (84%) of the cost of Option II. In the event that eighty-four percent (84%) of the cost of Option II exceeds the total cost of any other option, no monies will be owed to the bargaining unit member. Effective July 1, 2010, the City shall pay eighty-three percent (83%) of the cost of Option II. Those bargaining unit members selecting any other option which may be provided by the City shall pay the difference, if any, between the cost of the selected option and eighty-three percent (83%) of the cost of Option II. In the event that eighty-three percent (83%) of the cost of Option II exceeds the total cost of any other option, no monies will be owed to the bargaining unit member. Effective July 1, 2011, the City shall pay eighty-two percent (82%) of the cost of Option II. Those bargaining unit members selecting any other option which may be provided by the City shall pay the difference, if any, between the cost of the selected option and eighty-two percent (82%) of the cost of Option II. In the event that eighty-two percent (82%) of the cost of Option II exceeds the total cost of any other option, no monies will be owed to the bargaining unit member.

SECTION 3: If a bargaining unit member 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 \$1,250.00 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 members of the bargaining unit, pay one hundred percent (100%) of the premium for either the family, two person or single person dental plan, which include sections A, B, C and D, as shown in Appendix C.

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

SECTION 6: The City will work with the Association to set up one additional payroll deduction for supplemental insurance coverage to compensate employees who lose wages as a result of leave for injury. By this provision, the City is not agreeing to pay for such coverage.

ARTICLE XIV

Seniority

SECTION 1: Seniority means the length of continuous service from the date of hire as a Keene police officer. Those officers appointed on the same day shall have their seniority determined by drawing numbered chips used for the overtime draw. The officer with the lowest number shall be the senior officer, and the officers with the higher numbers shall be junior in descending order.

ARTICLE XV

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 which interferes with the normal operation of the City or the withholding of services to the City of Keene.

SECTION 2: The Association 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, picketing, or any other curtailment by the Association or the employees covered hereunder, the Association by its officers and agents, shall immediately declare such work stoppage, picketing, 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 Association shall do everything in its power to obtain the return to work from said employees. Any violation of the requirements of this Article is grounds for immediate cancellation of this Agreement by the City. The City will not discipline any employee for engaging in nondisruptive informational picketing.

SECTION 4: In the event of any activity referred to in Section 1 above, any employee(s) participating in same shall be subject to disciplinary action, including immediate dismissal.

ARTICLE XVI

Compensation

SECTION 1 – Salary Scale:

Effective and retroactive to July 1, 2008, bargaining unit employees shall receive a 3.25% cost of living increase.

		Annual Step 2	Annual Step 3	Annual Step 4	Annual Step 5	Annual Step 6	Annual Step 7
7/1/2008	3.25%	21.30	22.24	23.26	24.28	25.34	25.87

Retroactive payments shall be issued within two weeks after the execution of this contract. Payments will include all hours worked except outside details, and will be paid to every bargaining unit employee for the time they worked. This includes bargaining unit employees that have retired after July 1, 2008.

Effective July 1, 2009, bargaining unit employees shall receive a 3.5% cost of living increase.

		Annual Step 2	Annual Step 3	Annual Step 4	Annual Step 5	Annual Step 6	Annual Step 7
7/1/2009	3.50%	22.05	23.02	24.08	25.13	26.22	26.78

Effective July 1, 2010, bargaining unit employees shall receive a 2.25% cost of living increase.

		Annual Step 2	Annual Step 3	Annual Step 4	Annual Step 5	Annual Step 6	Annual Step 7
7/1/2010	2.25%	22.54	23.54	24.62	25.70	26.81	27.38

Effective January 1, 2011, bargaining unit employees shall receive a 2.5% cost of living increase.

		Annual Step 2	Annual Step 3	Annual Step 4	Annual Step 5	Annual Step 6	Annual Step 7
1/1/2011	2.50%	23.11	24.12	25.23	26.34	27.48	28.07

Effective July 1, 2011, bargaining unit employees shall receive a 4% cost of living increase.

		Annual Step 2	Annual Step 3	Annual Step 4	Annual Step 5	Annual Step 6	Annual Step 7
7/1/2011	4.00%	24.03	25.09	26.24	27.40	28.58	29.19

The City will pay each member of the bargaining unit covered by this agreement a lump sum signing bonus of five hundred dollars (\$500.00) to be included in the first regular paycheck after the execution of this Agreement. The City will pay each member of the bargaining unit covered by this agreement a lump sum signing bonus of two hundred and fifty dollars (\$250.00) to be included in the first regular paycheck after July 1, 2009.

SECTION 2: The City shall continue to have the duty and responsibility to evaluate performance of bargaining unit employees as well as to withhold the "annual" merit step increases if the City determines that necessary as a result of a performance evaluation. It is agreed, however, if the City does withhold a step increase as provided above, future or subsequent step anniversary dates for the same employee will not be changed by virtue of the original step increase delay. Employees with eighteen (18) or more years of service with the Keene Police Department who receive a satisfactory performance evaluation shall be entitled to an annual Two Thousand Dollar (\$2,000.00) performance bonus. Such payment shall be made within 30 days of employee's current annual review date. Such payment shall be made within the month of the anniversary of date of hire or re-hire. The City and the Union 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 new step on the salary schedule.

SECTION 3: In the event any officer in the bargaining unit is designated by the Police Chief to serve as prosecutor, the salary scale annual step for such officer shall be increased by 4.5% for the period of such designation. If the period of such designation exceeds one (1) year, then effective on the first anniversary of such designation, the salary scale annual step for such officer shall be increased by nine (9%) percent. The above increases shall not effect the time of consideration of step increases in the salary scale. If the Chief ends the designation as prosecutor for such officer, then the above percent increase(s) to the officer's salary scale step shall be discontinued.

SECTION 4: Twice each fiscal year the Police Chief shall designate a qualified person to administer a physical fitness test to members of the Department exclusively. The test shall be based on the testing procedures used by the New Hampshire Police Standards and Training Council. An officer will have passed the test when he/she performs at the exit or graduation standard in effect on July 1, 2004, as

established by the Council and shall be entitled to a two hundred and fifty dollar (\$250.00) annual bonus. Employees may take the test twice each fiscal year and be eligible to receive the \$250.00 for each test successfully completed. The parties agree to work cooperatively to have the physical fitness tests administered at such times to provide reasonable access by all members of the bargaining unit.

An officer may elect to participate in any physical fitness test offered to police officer applicants.

SECTION 5: Those employees who are assigned to the Drug Task Force shall be paid an additional 5% increase to their base pay. This is not considered a top step for patrol.

SECTION 6: Master Officer. A stipend shall be paid to those bargaining unit members who meet the following qualifications initially and on an on-going basis:

- A. In the year preceding the qualifying anniversary, officers must have either passed the physical fitness test, or show evidence of participating in a health club fitness program an average of eight times per month during the year. The Police Chief may waive this requirement for up to one year on a showing of a temporary medical condition and a doctor's recommendation to not participate.
- B. Officers must receive an overall rating of "professional" or better on their annual evaluation.
- C. Officers, in addition to meeting the physical fitness and annual evaluation criteria stated in A and B, having completed ten (10) years of service with the Keene Police Department and possessing a bachelors level degree or higher with a major in a relevant field of study (criminal justice, business, public administration, or any of the behavioral sciences) are eligible for annual stipends as follows:

Completed Years of Service	Fulfilled Physical Fitness Requirement	Satisfactory Performance Evaluation	Master Officer payment
10	Yes	Yes	\$1,100
11	Yes	Yes	\$1,200
12	Yes	Yes	\$1,300
13	Yes	Yes	\$1,400
14	Yes	Yes	\$1,500
15	Yes	Yes	\$1,600
16	Yes	Yes	\$1,700
17	Yes	Yes	\$1,800

- D. Officers, in addition to meeting the physical fitness and annual evaluation criteria stated in A and B, having completed eleven (11) years of service with the Keene Police Department and possessing either an associates level degree in a related field of study (criminal justice, business, public administration, or any of the behavioral sciences) or having served two (2) years in the Armed Forces as a military police officer, or three (3) years of active service or six

(6) years of service as a drilling member of the guard or reserve, are eligible for annual stipends as follows:

Completed Years of Service	Fulfilled Physical Fitness Requirement	Satisfactory Performance Evaluation	Master Officer payment
11	Yes	Yes	\$1,200
12	Yes	Yes	\$1,300
13	Yes	Yes	\$1,400
14	Yes	Yes	\$1,500
15	Yes	Yes	\$1,600
16	Yes	Yes	\$1,700
17	Yes	Yes	\$1,800

E. Officers, in addition to meeting the physical fitness and annual evaluation criteria stated in A and B, having completed fourteen (14) years of service with the Keene Police Department are eligible for annual stipends as follows:

Completed Years of Service	Fulfilled Physical Fitness Requirement	Satisfactory Performance Evaluation	Master Officer payment
14	Yes	Yes	\$1,500
15	Yes	Yes	\$1,600
16	Yes	Yes	\$1,700
17	Yes	Yes	\$1,800

Payment of the master officer stipend shall be made within three weeks of the employee's anniversary month, provided all criteria have been met. The master officer stipend shall not be considered a top step for patrol.

Eligibility for payment of the Master Officer Stipend will be on the next anniversary day of each employee after July 1, 2005.

Employees who have completed eighteen (18) years of service will continue to be eligible for the performance bonus pursuant to Article XVI, Section 2. Once an employee becomes eligible for the performance bonus, he/she shall no longer receive the master officer pay. In no event will the two stipends overlap or be compounded in any way.

Note: For contract implementation purposes:

Both parties agree that for initial qualification purposes there shall be an opportunity for bargaining unit members to pass a physical fitness test to be administered not sooner than sixty (60) days following the execution of the contract and/or demonstrate compliance with the health club requirement during those sixty (60) days.

ARTICLE XVII

Education

SECTION 1: The City may assist bargaining unit members in paying a portion of tuition rates for further education on the following basis:

1. The course taken must relate to one (1) of the following: attainment of a recognized degree, improvement of skills for current positions, up-dating of technical knowledge, or preparation of employees for changes in duty requirements. Courses cannot be taken for recreational, miscellaneous or other reasons. To be eligible for tuition assistance, all proposed courses must receive the prior approval of the City Manager.
2. The college or school attended must be fully accredited.
3. The City may pay a portion up to seventy-five percent (75%) of the current tuition rate for courses at Keene State College or any accredited institution in the State of New Hampshire or up to seventy-five percent (75%) of the tuition cost at any out-of-state institution if approved in advance by the City Manager. The City will also pay up to seventy-five percent (75%) of the tuition rate at Keene High School or its equivalent on a similar basis.
4. For each two (2) courses supported in part by the City, the employee must agree to remain employed with the City for one (1) year after completion of the two (2) courses. If the employee decided not to remain with the City or is dismissed, he/she must repay the City for its cost in the Tuition Plan.
5. Employees may be granted time off with pay for educational purposes if arrangements are approved by the Chief in advance.
6. All features of the Tuition Assistance Plan must be stipulated in an agreement signed in advance by the employee, Chief and the City Manager.
7. The agreement may provide for advance of the City share of tuition. If the employee fails to meet any of his/her responsibilities, said tuition must be refunded.

ARTICLE XVIII

Reimbursable Details

SECTION 1: Employees shall be paid at the overtime rate of the highest step for police officers with a minimum of three (3) hours pay guaranteed for reimbursable details that are worked.

SECTION 2: The system in effect under the terms of Article VIII, Section 2, for assignment of reimbursable details shall be used, provided that any unfilled and/or unscheduled reimbursable details shall be filled by the shift supervisor by first calling such employee of the Police Department 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.

SECTION 3: In the event of a swap, the shift supervisor must be notified by the person originally assigned to the detail.

SECTION 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 shift supervisor 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 shift supervisor as to his/her reasons for not filling that detail as soon as possible. Failure to notify the shift supervisor 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.

SECTION 5: All reimbursable details shall be compensated at a minimum of three (3) hours pay if the detail is canceled after the officer has assumed his/her duties in relation to the detail.

SECTION 6: If the City adopts an ordinance requiring uniformed officers at the scene of road and other repair projects, the City agrees to negotiate the impact of that ordinance upon the wages, hours, and working conditions of employment.

ARTICLE XIX

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 or the Association 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 five (5) calendar days.

SECTION 2: Failing adjustment by these parties, the grievant or the Association 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 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 five (5) calendar days.

SECTION 3: Failing adjustment by the parties referred to in Section 2, the grievant or the Association may, within five (5) calendar days after the date of the decision of the Chief or within eight (8) calendar days after the grievance has been presented to the Chief 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 20 business days after the date the grievance was appealed to the City Manager. 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 Association, the Association may, within ten (10) calendar days after the date of the City manager's decision, or if no decision is rendered, within fifteen (15) calendar days after the meeting at which the City Manager considered said grievance, or if the City Manager failed to hold a hearing as provided in Section 3 above, within ten (10) calendar days after the expiration of the deadline for doing so, 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 Association shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) prospective arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Association and the city shall have the right to alternately strike a name from the panel, until only one name remains, which individual shall be the arbitrator. The determination of which side shall strike the first name shall be made by a coin toss.

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 Association 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. 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.

SECTION 5: Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of Article XV of this Agreement. Also excluded from arbitration is any matter otherwise subject to

arbitration, but over which the Association strikes, contrary to Article XV 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 XV, UNINTERRUPTED SERVICE, take the “disciplinary” and/or “immediate cancellation of this Agreement” action as provided for in Article XV, 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 XV.

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 Chief 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 Association 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 Unit Employee Representative or his/her designee.

ARTICLE XX

Miscellaneous

SECTION 1: A bulletin board shall be provided by the City for Association’s use, with the provision that the Association will exercise good judgment and be responsible for items posted on the board and the Association agrees to provide the Chief with a copy of any notice, announcement, notice of social event prior to its being placed on the board by the Association. The Association will not place controversial matters or notices on the board, which shall include advertising matters, political matters or any other kind of literature which might be construed as controversial.

SECTION 2: The Association agrees to the terms of the Compensatory Time policy included in the City Employee Handbook in effect as of the date that this Agreement is executed.

SECTION 3: After an 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 (1) day of leave with pay shall be granted in the event of a death of an employee’s grandparent.

SECTION 4: The Association agrees that the employees of the unit which it represents will individually and collectively perform loyal efficient service, that it will use its influence and best efforts to protect the effectiveness of the service rendered by the City, that it will safeguard the integrity of employee performance to the maximum extent possible, and that it will cooperate in promoting and advancing the morale of the employees and the welfare of the City.

The Association is obligated to actively support the City's effort to eliminate waste; conserve materials and supplies; uphold high standards of workmanship and safety practices; minimize absenteeism, tardiness, carelessness, and any other conditions which adversely affect or hamper the efficiency of the operations of the City, and encourage the submission of improvements and cost reduction ideas.

SECTION 5: All newly purchased marked police cruises shall be equipped with air conditioning. The failure of a particular air conditioning unit in a vehicle at any time shall not constitute any grounds for an officer not to use the particular vehicle. The City will make reasonable attempts to repair the inoperative air conditioning units in a reasonable amount of time.

SECTION 6: All bargaining unit members shall have the option of health insurance premium conversion (section 125), flexible spending accounts for unreimbursed medical expenses and dependent care, and payroll "direct deposit" in accordance with city policy.

SECTION 7: Labor Management Consultation: In an effort to address issues that have an impact on the performance of the police department and the members of the bargaining unit, either party to this agreement may request a consultation to address issues including but not limited to shift rotations, breaks, shift assignments, disciplinary procedure, compensatory time and minimum deployment and staffing levels. Each party may designate four individuals to participate in the consultation with the four individuals for the Union being union officers and/or their designees. The Staff representative from the AFT-NH shall be permitted to attend these sessions.

These sessions shall occur at least quarterly and the parties shall mutually prepare an agenda for each session.

SECTION 8: Notices: Should the Association wish to make notification to the City, such notification shall be addressed to "Human Resources Director, City of Keene, 3 Washington Street, Keene, NH 03431. Should the City wish to make notification to the Association, such notification shall be addressed to the "President, Keene Police Officers' Association".

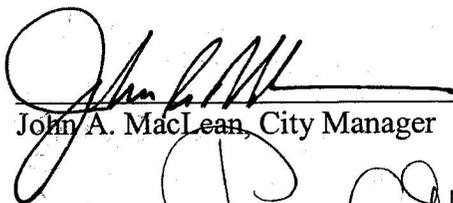
ARTICLE XXI

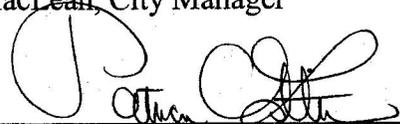
Duration

SECTION 1: All provisions in this agreement shall be effective on the date that the Keene City Council approves the cost items. No cost item in this agreement will have retroactive effect unless it is specifically noted in the agreement and the retroactive cost of such provision is specifically approved by the City Council. The Agreement shall be in effect through June 30, 2012, and shall continue in effect from contract year to contract year thereafter unless amended, modified or terminated in accordance with this Article. 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.

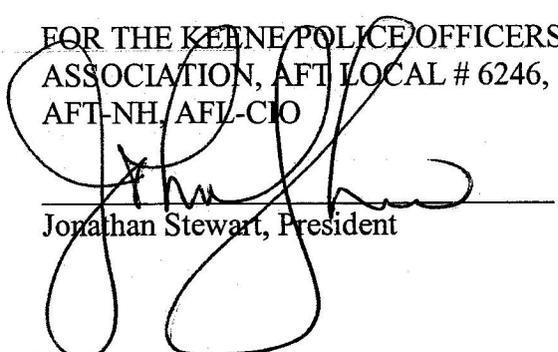
In WITNESS WHEREOF the parties have hereunto set their hands and seals, this 17th day of October 2008.

FOR THE CITY OF KEENE


John A. MacLean, City Manager

ATTEST: 
Patricia A. Little
City Clerk

FOR THE KEENE POLICE OFFICERS'
ASSOCIATION, AFT LOCAL # 6246,
AFT-NH, AFL-CIO


Jonathan Stewart, President

APPENDIX A

Overtime Draw

1. A lottery system which consists of a sealed container with numbered pieces of paper inside. Each slip of paper having ONE number on it, the number of pieces of paper being the number of eligible officers.
2. The jobs available will be posted prior to the first shift each Thursday morning and at that time the sealed container will be opened by one of the four union officers or a member of the union appointed by one of the four Association officers. Each officer present shall then pick one of the pieces of paper in such fashion so that he/she does not look directly into the container in doing so. The number on the piece of paper then becomes his/her number and the order in which he/she will be allowed to participate in the selection of overtime jobs that are posted. An officer who cannot be present at exactly at the lottery time may have another eligible officer choose for him/her at the time of the drawing.
3. The officer who is then in charge of the drawing shall call of a series of numbers starting with the number "1" and so on. The officer with the lowest number will be allowed to choose from the posted jobs first. The officer with the next lowest number will choose next and so on until all the posted jobs are filled.
4. A secondary list shall be kept by the officer in charge of the drawing which shall have on it all the numbers in the container and the names of the officers who choose those numbers. In the event that an officer has picked a number but cannot work any of the available jobs due to his/her shift or a previously scheduled event; or if the number he/she has chosen is one such that all the jobs available are filled when his/her turn has come up the officer's name remains on the secondary list and any new jobs which come up during the work week, those officers whose names are still on the secondary list will be called by the dispatcher in the order of number that they picked at the time of the drawing and offered that job. If they refuse that offer, their name is removed from the secondary list and they must wait until the following week to redraw.
5. When possible, the overtime list will be published at about 5:00 p.m. on the day prior to the morning of the overtime drawing as specified within.
6. The actual drawing will be held at the first shift each Thursday.
7. Any uncompleted overtime roster will be selected by starting with the numerically highest lottery number first.
8. Any officer designated by an eligible officer to serve as a proxy for such officer at the weekly overtime lottery draw will be limited to just one overtime choice while serving as proxy. The exception to this rule shall be in the case of any eligible officer who works for the department past the time of 12:01 a.m. on the morning of the lottery draw. In this case, the proxy for such officer will be afforded as many choices as is desired in accordance with the remainder of the lottery system rules.

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 LineSM 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*® 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.
- 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 – Visit our interactive Web site to learn more about your plan and get health information, 24 hours a day.
- We Speak Many LanguagesSM. 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® can help you manage certain chronic conditions.
- The CIGNA HealthCare Healthy Babies® 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

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<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 & 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</i> —(includes cardiac rehab, physical, speech, and occupational therapy)	\$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

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Emergency and Urgent Care Services 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.
Maternity Care Services 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**
Inpatient Services at Other Health Care Facilities Skilled Nursing, Rehabilitation and Sub-Acute Facilities	No charge	20% of charges**
Home Health Services - 100 days per year	No charge	20% of charges**
Family Planning Services Office Visits (tests, counseling) Vasectomy/Tubal Ligation (excludes reversals) Inpatient Facility Outpatient Facility Physician's Services	\$5 copayment per office visit; No charge for x-ray/lab if billed by separate outpatient facility No charge, precertification required No charge No charge No charge	20% of charges** 20% of charges*, precertification required 20% of charges** 20% of charges** 20% of charges**
Infertility Services	Not covered	Not covered
Mental Health Services and Substance Abuse Treatment 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**
Durable Medical Equipment (maximum dollar benefits may apply; refer to summary plan description)	No charge	20% of charges**
External Prosthetic Appliances \$200 EPA deductible per calendar year. \$1,000 maximum per calendar year*	No charge	20% of charges**
OTHER BENEFIT INFORMATION		
Annual Deductible Individual/Family	None/None	\$150/\$450
Annual Out-of-Pocket Maximum Individual/Family	None/None	\$1,050/\$3,150 excluding deductible
Coinsurance	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.
Precertification (Inpatient)	Participant must obtain approval	Participant must obtain approval
Lifetime Maximum	Unlimited#	\$1,000,000#
Pre-existing Condition Limitation	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.

PPO2004

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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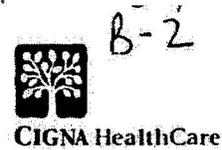
APPENDIX B-2

OPTION 2

Medical Schedule of Benefits Effective Date December 1, 2004

SUMMARY OF BENEFITS

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



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 LineSM 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[®] 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.
- 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 -- Visit our interactive Web site to learn more about your plan and get health information, 24 hours a day.
- We Speak Many LanguagesSM. 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[®] can help you manage certain chronic conditions.
- The CIGNA HealthCare Healthy Babies[®] 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

Primary Care Physician (PCP) Office Visit Preventive Care <i>Well Child Care</i> <i>Periodic Physical Exams (Children and Adults)</i> <i>Routine Immunizations and Injections</i>	\$5 copayment per office visit \$5 copayment per office visit \$5 copayment per office visit The office visit copayment will be waived when immunization is the only service provided.
<i>Adult/Child Medical Care for Illness or Injury</i> <i>Surgery Performed in the Physician's Office</i>	\$5 copayment per office visit \$5 copayment per office visit
Routine Mammograms, PSA, Pap Test	No charge; \$5 copayment per office visit for associated wellness exam
Specialty Physician Office Visit Office Visits <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>	\$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
Second Opinions	\$5 copayment per office visit
Outpatient Pre-admission Testing Office Visit-Primary Care Physician or Specialty Physician <i>Outpatient Hospital Facility</i> <i>Independent X-ray and/or Lab Facility</i>	No charge if only x-ray/lab services; \$5 copayment per office visit if other office visit services are provided No charge for facility charges; No charge for professional services. No charge
Inpatient Hospital Services - includes 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
Inpatient Hospital Doctor's Visits/Consultations Inpatient Hospital Professional Services	No charge No charge
Outpatient Facility Services 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
Laboratory and Radiology Services 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
Short-Term Rehabilitative Therapy: <i>(includes cardiac rehab, physical, speech & occupational therapy)</i> 60 visits days maximum per contract year for all therapies combined	\$5 copayment per office visit
Chiropractic Services-Self Referral Office Visit 20 visits maximum per contract year	\$5 copayment per office visit
Prescription Drugs CIGNA Pharmacy Retail Drug Program CIGNA Tel-Drug Mail Order Drug Program	\$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
Emergency and Urgent Care Services 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

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)



CIGNA HealthCare

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 LineSM 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*[®] 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.
- 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 – Visit our interactive Web site to learn more about your plan and get health information, 24 hours a day.
- We Speak Many LanguagesSM. 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[®] can help you manage certain chronic conditions.
- The CIGNA HealthCare Healthy Babies[®] 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>Primary Care Physician (PCP) Office Visit Preventive Care <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>Adult/Child Medical Care for Illness or Injury Surgery Performed in the Physician's Office</p>	<p>\$20 copayment per office visit \$20 copayment per office visit</p>
<p>Routine Mammograms, PSA, Pap Test</p>	<p>No charge; \$20 or \$30 copayment per office visit for associated wellness exam</p>
<p>Specialty Physician Office Visit Office Visits <i>Consultant and Referral Physician Services</i> <i>Allergy Treatment/Injections</i> <i>Allergy Serum (dispensed by physician in office)</i> Surgery Performed in the Physician's Office</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</p>
<p>Second Opinions</p>	<p>\$30 copayment per office visit</p>
<p>Outpatient Preadmission Testing Office Visit-Primary Care Physician or Specialty Physician</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>Outpatient Hospital Facility</p>	<p>No charge</p>
<p>Independent X-ray and/or Lab Facility</p>	<p>\$1,000 copayment per admission</p>
<p>Inpatient Hospital Services - includes <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>No charge No charge</p>
<p>Inpatient Hospital Doctor's Visits/Consultations Inpatient Hospital Professional Services</p>	<p>No charge No charge</p>
<p>Outpatient Facility Services Operating Room, Recovery Room, Procedure Room and Treatment Room including: <i>Diagnostic/Therapeutic Lab and X-rays</i> <i>Anesthesia and Inhalation Therapy</i> Physician and Outpatient Professional Services</p>	<p>\$500 copayment per facility visit</p>
<p>Laboratory and Radiology Services <i>MRIs, CAT Scans and PET Scans</i> <i>Other Laboratory and Radiology Services</i> Outpatient Hospital Facility Independent X-Ray and/or Lab Facility</p>	<p>\$100 copayment per procedure No charge</p>
<p>Short-Term Rehabilitative Therapy <i>(includes cardiac rehab, physical, speech & occupational therapy)</i> 60 visits/days maximum per contract year for all therapies combined</p>	<p>\$30 copayment per office visit</p>
<p>Chiropractic Services-Self Referral Office Visit 20 visits maximum per contract year</p>	<p>\$30 copayment per office visit</p>
<p>Prescription Drugs CIGNA PharmacyPlus Retail Drug Program <i>Generic Push, Incentive Formulary Plan</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>CIGNA Tel-Drug Mail Order Drug Program</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>Emergency and Urgent Care Services Physician's Office - PCP or Specialty Physician Hospital Emergency Room/Urgent Care Center. Ambulance</p>	<p>\$20 or \$30 copayment per office visit \$100 copayment per visit (copay waived if admitted) No charge</p>

NETWORK2004

BENEFIT HIGHLIGHTS	
Maternity Care Services <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
Inpatient Services at Other Health Care Facilities <i>Skilled Nursing, Rehabilitation and Sub-Acute Facilities</i> 60 days maximum per contract year	No charge
Home Health Services 60 days maximum per contract year; 16 hour maximum per day	No charge
Family Planning Services <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
Infertility Services	Not covered
TMJ - Surgical and Non-Surgical-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
Mental Health and Substance Abuse <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
Durable Medical Equipment \$3,500 maximum benefit per contract year	No charge
External Prosthetic Appliances \$1,000 maximum benefit per contract year	No charge after \$200 EPA deductible
Vision Care	See Vision Care Benefits
OTHER BENEFIT INFORMATION	
Annual Deductible <i>Individual</i> <i>Family</i>	None None
Annual Out-of-Pocket (OOP) Maximum <i>Individual</i> <i>Family</i>	Includes Inpatient Hospital Facility (excluding MH/SA) and Outpatient Facility copays (excluding MH/SA) \$1,000 \$3,000
Coinsurance	No
Lifetime Maximum	Unlimited
Pre-existing Condition Limitation	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.

NETWORK2004

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.

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.

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APPENDIX C

Dental Plan

Northeast Delta Dental Insurance Plan

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

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

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

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

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

Eligible Persons

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

APPENDIX D

DISABILITY PLAN

Long-term Disability Insurance Plan

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