

AN AGREEMENT BETWEEN THE

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

and

City of Keene, New Hampshire

July 1, 2021 – June 30, 2025

TABLE OF CONTENTS

<u>Article</u>	<u>Name</u>	<u>Page</u>
	Preamble	1
Article 1	Unit Description	1
Article 2	Management Rights	1
Article 3	Employee Rights	1
Article 4	Stability of Agreement	2
Article 5	Deduction of Dues	3
Article 6	Holidays	4
Article 7	Hours of Work	5
Article 8-A	Shift Bid	6
Article 8	Overtime	6
Article 9	Acting Officer	8
Article 10	Vacation	9
Article 11	Sick and Personal Leave	9
Article 12	Uniform and Clothing Allowance	11
Article 12-A	Cruiser Maintenance	12
Article 13	Insurance	12
Article 14	Seniority	14
Article 15	Uninterrupted Service	14
Article 16	Compensation	15
Article 17	Education	19
Article 18	Reimbursable Details	19
Article 19	Grievance Procedure	20
Article 20	Miscellaneous	22
Article 21	Duration	24
	Signatures	24
Appendix A	Overtime Plan "A"	25
Appendix B	Medical Plan	26
Appendix C	Dental Plan	32
Appendix D	Disability Plan	33

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 1 **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 2 **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 3 **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 officers 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 4

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 5

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 6

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 ten (10) hours pay for each of the holidays listed above occurring while employed, in addition to his/her regular pay. Said payment shall be made as 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 on Christmas Day (December 25) or is ordered in to work on Christmas Day (December 25) and/or Thanksgiving Day (4th Thursday in November) 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) and/or Thanksgiving Day (4th Thursday in November) will be paid in the following week's 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) and/or Thanksgiving Day (4th Thursday in November).

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 7

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 or a minimum of three (3) weeks prior to the time of training. 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 8A

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 8

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.

If an employee is held over from the Officer's regular and/or scheduled shift for four (4) hours or more, the employee shall be placed on the ordered list.

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. However, the City may give notice by email or text notification to the officer's cell phone. An officer can be required to provide the cell phone information to the department for purposes of notification pursuant to this provision of the contract. The rate of pay shall be at the officer's overtime 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 9

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.

ARTICLE 10

Vacation

SECTION 1: On his/her first anniversary date, an employee shall be entitled to fifty (50) hours of paid vacation leave. Beginning with the first anniversary date, such an employee shall accrue paid vacation days at a rate of 8.33 hours per month of continued employment. On the seventh anniversary, the accrual rate for the basic work week shall increase to 12.5 hours per month. On the fifteenth anniversary, the rate shall increase to 16.667 hours 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 hours not taken in the calendar year in which they are earned shall accumulate from year to year, but not beyond three-hundred (300) vacation hours. Vacation hours earned in excess of three-hundred (300) hours, but not taken, shall be lost. The Chief and/or City Manager may in their sole and absolute discretion allow vacation accumulation beyond the three-hundred (300) hours, 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 11

Sick and Personal Leave

SECTION 1: SICK LEAVE: The City shall allow ten (10) hours 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 1800 hours effective July 1, 1997 based on the following schedule:

	<u>Years of Service</u>	<u>Accumulation</u>
<u>Up to:</u>	20	1200 hours
	21	1320 hours
	22	1440 hours
	23	1560 hours
	24	1680 hours
	25	1800 hours

SECTION 2: PERSONAL LEAVE: Unit employees shall receive ten (10) hours Personal Leave for each three (3) month (non-overlapping) period during which they use no sick leave. Any such earned Personal Leave must be taken prior to the expiration of the three calendar months subsequent to the three (3) month period in which the Personal Leave was earned or it will be lost. Such earned Personal Leave 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 leave is responsible for the shift. The use of such earned Personal Leave will not be charged to accumulated sick leave and such earned Personal Leave will not count toward vacation accumulation.

SECTION 3: SICK LEAVE TO VACATION LEAVE: When an employee has an accumulation of three-hundred and sixty (360) hours of sick leave at his/her employment anniversary date, he/she may annually transfer to vacation up to fifty (50) hours of those sick leave hours that are in excess of three-hundred and sixty (360) sick leave hours, after first deducting any sick leave hours 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.

SECTION 7: In the event of a declared public health emergency, an employee who is required to quarantine for a work-related exposure deemed covered by worker's compensation, the City shall pay the difference between the worker's compensation benefit and regular base pay for a period of up to ten (10) work days, without the employee being required to use paid leave.

ARTICLE 12

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: Necessary 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. Each employee shall be reimbursed, upon submission of receipt(s) up to no more than \$300 annually for the purchase of footwear, cold weather gear (gloves, socks, thermal underwear) and/or protective gloves which are suitable for use during the course of duty. It is expected that all employees shall maintain a pair of patrol boots. Employees shall be responsible for their own purchase(s). Said payment shall be made in a separate check 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 seven hundred dollars (\$700) 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 June of each fiscal year.

ARTICLE 12A

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 13

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) through Anthem as outlined in **Appendix B-1** and a provider network substantially equivalent to that available through Anthem as referenced in **Appendix B-1**. 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, 2021 the City will pay ninety-one percent (91%) of the cost of the Option I plan (described in Appendix B-1) for regular full-time employees.

Effective July 1, 2022 the City will pay ninety percent (90%) of the cost of the Option I plan (described in Appendix B-1) for regular full-time employees.

Effective July 1, 2023 the City will pay eighty-nine percent (89%) of the cost of the Option I plan (described in Appendix B-1) for regular full-time employees.

Effective July 1, 2024 the City will pay eighty-eight percent (88%) of the cost of the Option I plan (described in Appendix B-1) for regular full-time employees.

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 \$5,000 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. To qualify for such payment, the benefit must be such as will not subject the City to penalty or assessment under the ACA.

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. However, due to requirements of the federal Affordable Healthcare Act the employee's will be required to pay one (\$1.00) per year towards the cost of the dental plan offered to all regular full time City employees.

SECTION 5: The City shall, for 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.

SECTION 7: In conjunction with the health insurance plan described in Section 2 above, the City shall provide a Health Reimbursement Accounts (HRA) for the express

purpose of covering the cost of deductibles and copays for each employee in the following amounts:

Effective July 1, 2021

Option I Anthem ABSOS 20/40 1KDED (07L)

The City will reimburse annual Medical Plan Deductibles in excess of \$500 for individuals, and shall reimburse all Medical Plan Deductibles in excess of \$1,000 for 2-person and in excess of \$1,500 for 3-person plus coverage for all members enrolled in this plan.

Option I Anthem ABSOS 20/40 1KDED (07L)

The City will reimburse \$20 of any \$40 Specialist copays and generic prescription copays up to \$10 incurred by a covered individual.

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

ARTICLE 14

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 15

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 16 **Compensation**

SECTION 1 – Salary Scale:

Effective and retroactive to July 1, 2021, bargaining unit employees shall receive a 2.0% cost of living increase.

		Annual Step 2	Annual Step 3	Annual Step 4	Annual Step 5	Annual Step 6	Annual Step 7
7/1/2021	2.0%	\$28.68	\$29.95	\$31.33	\$32.70	\$34.12	\$34.84

Retroactive payments shall be issued within four 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, 2021.

Effective July 1, 2022, bargaining unit employees shall receive a 2.0% cost of living increase.

		Annual Step 2	Annual Step 3	Annual Step 4	Annual Step 5	Annual Step 6	Annual Step 7
7/1/2022	2.0%	\$29.26	\$30.55	\$31.96	\$33.36	\$34.80	\$35.54

Effective July 1, 2023, bargaining unit employees shall receive a 2.0% cost of living increase.

		Annual Step 2	Annual Step 3	Annual Step 4	Annual Step 5	Annual Step 6	Annual Step 7
7/1/2023	2.0%	\$29.84	\$31.16	\$32.60	\$34.02	\$35.50	\$36.25

Effective July 1, 2024, 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
7/1/2024	2.5%	\$30.59	\$31.94	\$33.42	\$34.87	\$36.38	\$37.16

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. Effective July 1, 2021, 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 Three Thousand Dollars (\$3,000) performance bonus. 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 then current exit or graduation standard and shall be entitled to three hundred dollars (\$300.00). Employees may take the test twice each fiscal year and be eligible to receive the \$300 for each test successfully completed. Effective July 1, 2022, the amount shall increase to three hundred and fifty dollars (\$350.00). 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 or similar undercover assignments that prevents them from working patrol overtime and reimbursable details 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 eight (8) years of service with the Keene Police Department and possessing a bachelors level degree are eligible for annual stipends as follows:

Completed Years of Service	Fulfilled Physical Fitness Requirement	Satisfactory Performance Evaluation	FY22	FY 23	FY25
			Master Officer payment		
8	Yes	Yes	\$400	450	550
9	Yes	Yes	\$500	550	650
10	Yes	Yes	\$1,200	1300	1400
11	Yes	Yes	\$1,300	1400	1500
12	Yes	Yes	\$1,400	1500	1600
13	Yes	Yes	\$1,500	1600	1700
14	Yes	Yes	\$1,600	1700	1800
15	Yes	Yes	\$1,700	1800	1900
16	Yes	Yes	\$1,800	1900	2000
17	Yes	Yes	\$1,900	2000	2100

- D. Officers, in addition to meeting the physical fitness and annual evaluation criteria stated in A and B, having completed eight (8) years of service with the Keene Police Department and possessing either an associates level degree 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	FY22	FY 23	FY25
			Master Officer payment		
8	Yes	Yes	\$400	450	550
9	Yes	Yes	\$500	550	650
10	Yes	Yes	\$1,200	1300	1400
11	Yes	Yes	\$1,300	1400	1500
12	Yes	Yes	\$1,400	1500	1600
13	Yes	Yes	\$1,500	1600	1700
14	Yes	Yes	\$1,600	1700	1800
15	Yes	Yes	\$1,700	1800	1900
16	Yes	Yes	\$1,800	1900	2000
17	Yes	Yes	\$1,900	2000	2100

E. Officers, in addition to meeting the physical fitness and annual evaluation criteria stated in A and B, having completed twelve (12) 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	FY 22	FY23	FY25
			Master Officer payment		
12	Yes	Yes	\$1,400	1500	1600
13	Yes	Yes	\$1,500	1600	1700
14	Yes	Yes	\$1,600	1700	1800
15	Yes	Yes	\$1,700	1800	1900
16	Yes	Yes	\$1,800	1900	2000
17	Yes	Yes	\$1,900	2000	2100

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.

ARTICLE 17

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 18

Reimbursable Details

SECTION 1: Employees shall be paid at the overtime rate of the highest step for police officers plus \$2.00 per hour 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 19

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: 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 20

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 a regular full-time employee completes the probationary period of employment, he/she shall be eligible and authorized for up to three (3) days of leave for a death in the immediate family. Immediate family is defined as spouse, child, step-child, parent, step-parent, brother, sister, father-in-law, mother-in-law, grandparent, grandchild or relative living in the employee's household. Funeral leave for persons outside the immediate family may be approved by the Department Head, and such leave shall be charged to accumulated vacation or personal leave.

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”.

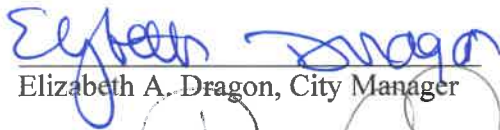
ARTICLE 21
Duration

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, 2025, 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 2025 or any subsequent year of the contract. If such notice is given in accordance with the above by either party in 2025 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.

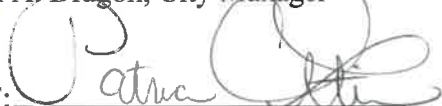
In WITNESS WHEREOF the parties have hereunto set their hands and seals, this 26 day of August 2021.

FOR THE CITY OF KEENE

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


Elizabeth A. Dragon, City Manager


Donald Lundin, President

ATTEST: 
Patricia A. Little
City Clerk

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. If an officer wishes to use a proxy to select overtime in the event they cannot attend the overtime draw, an overtime slip shall be submitted with the officer's name/number and attached to the OT draw list at the completion of the overtime selection process. 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

ABSOS20/40/1KDED(07L)



**Access Blue New England SM
Site of Service Plan Cost Sharing
Schedule**



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

Cost Sharing Summary

	YOUR COST
Visit Copayment Applies each time You visit Your Network Primary Care Provider (PCP) or Network obstetrician/gynecologist (OB/GYN).	\$20 per visit
Specialty Visit Copayment Applies each time You visit a Network specialist.	\$40 per visit
Walk-In Center Copayment	\$20 per visit
Urgent Care Facility Copayment	\$50 per visit
Emergency Room Copayment	\$100 per visit
Standard Deductible	\$1,000 per Member, per year \$3,000 per family, per year
Standard Coinsurance	N/A
Coinsurance Maximum	N/A

Durable Medical Equipment, Medical Supplies and Prosthetics	
Deductible	\$100 per Member, per year
Coinsurance	20%
Out-of-Pocket Limit	\$5,000 per Member, per year \$10,000 per family, per year
The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments You pay during a year for medical and prescription expenses under this medical plan and Your HealthTrust prescription benefit plan. It does not include Your premium, amounts over the Maximum Allowed Amount, penalties, or charges for noncovered services. Once the combined Out-of-Pocket Limit is satisfied, You will not have to pay additional Deductibles, Coinsurance, or Copayments for the rest of the year.	

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

(7/2021) 1

ABSOS20/40/1KDED(07L)

Coverage Outline

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

<p>Preventive Care and screenings as required by law or permitted by the Plan including, but not limited to:</p> <ul style="list-style-type: none"> -Routine physical exams for babies, children and adults (including one annual gynecological exam) -Immunizations for babies, children and adults (including travel and rabies immunizations) -Cancer screenings such as mammograms, pap smears, prostate-specific antigen (PSA) screening, routine colonoscopy and sigmoidoscopy -Lead screening -Outpatient/office contraceptive services -Nutrition counseling -Diabetes management program -Routine vision exams - one exam each year for Members 18 years old and younger; one exam every two years for Members 19 years old and older. -Routine hearing exams - one exam each year. 	<p>You pay \$0</p>
<p>Medical/Surgical Care in a Physician's Office, Walk-In Center or Retail Health Clinic, or furnished by a Site of Service Provider (such as an Independent Ambulatory Surgical Center, Independent Intusion Therapy Provider, Independent Laboratory Provider, or Independent Radiology Provider)</p>	
<p>Medical exams, telemedicine and online visits, consultations, and medical treatments</p>	<p>Visit Copayment or Specialty Visit Copayment</p>
<p>Injections (except allergy injections)</p>	<p>You pay \$0</p>
<p>Allergy injections</p>	<p>Visit Copayment or Specialty Visit Copayment</p>
<p>Office surgery (including anesthesia)</p>	<p>You pay \$0 at Site of Service providers. Otherwise, Standard Deductible</p>
<p>Surgery and anesthesia</p>	<p>Standard Deductible</p>
<p>Laboratory tests (including allergy testing)</p>	<p>Walk-In Center Copayment</p>
<p>X-ray tests (including ultrasound)</p>	<p>You pay no Visit Copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is the same as shown for "Inpatient Services" (above) and "Outpatient Facility Care" (below).</p>
<p>MRA, MRI, PET, SPECT, CT Scan, CTA</p>	<p>Standard Deductible</p>
<p>Medical supplies (including hearing aids), chemotherapy, infusion therapy, and drugs</p>	<p>Standard Deductible</p>
<p>Provider services at a Walk-In Center or Retail Health Clinic</p>	<p>Walk-In Center Copayment</p>
<p>Maternity care (prenatal and postpartum visits)</p>	<p>You pay no Visit Copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is the same as shown for "Inpatient Services" (above) and "Outpatient Facility Care" (below).</p>
<p>Please see Your Subscriber Certificate for information about maternity care.</p>	<p>You pay no Visit Copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is the same as shown for "Inpatient Services" (above) and "Outpatient Facility Care" (below).</p>

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

Acupuncture – Up to 12 Medically Necessary visits per Member, per year by a physician or licensed acupuncturist	Visit Copayment
Early Intervention Services	You pay \$0
IV. Home Care	
Physician services Medical exams, injections, medical treatments, surgery and anesthesia, telemedicine and online visits	Visit Copayment or Specialty Copayment
Home Health Agency services	Standard Deductible
Hospice	You pay \$0
Infusion Therapy	Standard Deductible
Durable Medical Equipment, Medical Supplies and Prosthetics	Subject to the DME Deductible and Coinsurance

(7/2021) 3

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

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.

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

And

City of Keene, New Hampshire

Memorandum of Understanding II

This memorandum shall constitute an agreement between the Keene Police Officers Association and the City of Keene modifying the terms of the current collective bargaining agreement (CBA) relative to salary scales and performance bonuses.

The Collective Bargaining Agreement between the Keene Police Officers Association and City of Keene, NH beginning July 1, 2021 to June 30, 2025 between the parties executed August 26, 2021 is further modified as follow:

Article 16 – Compensation

Replace a portion of Section 1 current salary scales with scales effective October 1, 2023, and July 1, 2024 as provided in the salary tables below:

<u>FY24</u> <i>Effective 10/1/2023</i>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Hourly Rate	\$30.28	\$31.62	\$33.08	\$34.53	\$36.02	\$36.78	\$37.52	\$38.27
<u>FY25</u> <i>Effective 7/1/2024</i>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Hourly Rate	\$31.34	\$32.73	\$34.24	\$35.74	\$37.28	\$38.07	\$38.83	\$39.61

Bargaining unit members pay step, beginning the pay period effective October 1, 2023, shall be advanced one step (from their current step) based on the above scale.

Bargaining unit members, employed as of October 1, 2023, having completed 2 years or more of service and receiving a satisfactory performance evaluation between January 1, 2023 and September 30, 2023 shall receive a performance bonus payment of \$1,545 or an additional performance bonus payment of \$1,545. Such payments shall be made after October 1, 2023, and no later than the paycheck issued on October 19, 2023.

Effective October 1, 2023, Article 16, Section 2 providing a performance bonus after completion of 18 years of service and a satisfactory performance review shall be increased to \$4,545.

Effective October 1, 2023, the performance bonus schedules included in Article 16 Section 6 shall be replaced as provided below:

Section C & D

Completed Years of Service	Fulfilled Physical Fitness Requirement	Satisfactory Performance Eval	Master Officer Payment		Master Officer Payment	
			Current		Effective 10/1/2023	
			FY24	FY25	FY24	FY 25
2 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
3 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
4 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
5 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
6 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
7 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
8 years	Yes	Yes	\$450	\$550	\$1,995	\$2,095
9 years	Yes	Yes	\$550	\$650	\$2,095	\$2,195
10 years	Yes	Yes	\$1,300	\$1,400	\$2,845	\$2,945
11 years	Yes	Yes	\$1,400	\$1,500	\$2,945	\$3,045
12 years	Yes	Yes	\$1,500	\$1,600	\$3,045	\$3,145
13 years	Yes	Yes	\$1,600	\$1,700	\$3,145	\$3,245
14 years	Yes	Yes	\$1,700	\$1,800	\$3,245	\$3,345
15 years	Yes	Yes	\$1,800	\$1,800	\$3,345	\$3,345
16 years	Yes	Yes	\$1,900	\$2,000	\$3,445	\$3,545
17 years	Yes	Yes	\$2,000	\$2,100	\$3,545	\$3,645

Section E

Completed Years of Service	Fulfilled Physical Fitness Requirement	Satisfactory Performance Eval	Master Officer Payment			
			Current		Effective 10/1/2023	
			FY24	FY25	FY24	FY 25
2 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
3 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
4 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
5 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
6 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
7 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
8 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
9 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
10 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
11 years	Yes	Yes	\$0	\$0	\$1,545	\$1,545
12 years	Yes	Yes	\$1,500	\$1,600	\$3,045	\$3,145

13 years	Yes	Yes	\$1,600	\$1,700	\$3,145	\$3,245
14 years	Yes	Yes	\$1,700	\$1,800	\$3,245	\$3,345
15 years	Yes	Yes	\$1,800	\$1,800	\$3,345	\$3,345
16 years	Yes	Yes	\$1,900	\$2,000	\$3,445	\$3,545
17 years	Yes	Yes	\$2,000	\$2,100	\$3,545	\$3,645

This memorandum of understanding shall take effect upon signature of both parties.

This memorandum of understanding has been approved by the appropriate votes of members of the KPOA.

Except as provided herein, all other provisions of the CBA, and the amendments to Article 11, section 2 as provided in the Memorandum of Understanding executed June 13, 2023, shall remain in full force and effect.

IN WITNESS THEREOF the parties have hereunto set their hands and seals, this 30 of August 2023.

FOR THE CITY OF KEENE

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

Elizabeth A. Dragon
City Manager

Donald Lundin
President

ATTEST:
Patricia A. Little
City Clerk