

MASTER AGREEMENT

BETWEEN

THE

**Keene Police Department Supervisors
AFT Local #6305, AFT-NH, AFL-CIO**

and

THE

CITY OF KEENE, NH

JULY 1, 2009 – JUNE 30, 2013

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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 Department Supervisors, AFT-NH , AFT Local # 6305, AFL-CIO is hereinafter referred to as the "Union".

The City of Keene, the Union and all bargaining unit employees agree to be bound by this Agreement until its expiration. The change to Sergeants and Lieutenants is simply a change in title. It is not intended to be a cost item now or in the future. The Police Chief may amend any standard operating procedure, directive and/or administrative policy to comply with this title change.

ARTICLE 1

Unit Description

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: Sergeant and Lieutenant. All other job classifications and employees of the Keene Police Department shall be excluded.

ARTICLE 2

Management Rights

The City Council and/or its designee will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing or which hereafter exist, including, but not limited to, the following: the right to determine the standards of service to be offered by the 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

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 it now exist or as said Chapter may be amended in any way in the future.

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 Union agrees to provide a copy of this Agreement to each employee in the bargaining unit.

SECTION 4: The Union agrees that any Union fund-raising activities or events which are undertaken or promoted by the Union shall be clearly designated and advertised as an AFT-NH 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 (30) days in advance of such fund-raising activities. On the day fund-raising activities begin, a press release will be issued stating that the activity is not a City or a Police Department sponsored event.

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 Union levied in accordance with the Constitution and by-laws of the Union, 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, Keene Police Department Supervisors,

AFT-NH, AFT Local #6305, AFL-CIO together with a list of all such Union members who have paid such dues in accordance with Section 1 above. It shall be the responsibility of the Union to notify the Employer the name and address of the Union Treasurer.

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

SECTION 4: If any employee has no check coming to him/her or if his/her check is not large enough to satisfy the dues, then no deduction will be made from that employee. In no case will the City attempt to collect fines or assessments for the Union beyond the regular dues.

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
President's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

SECTION 2: 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.

SECTION 3: Notwithstanding the provision of Section 2 above, each employee who works on Independence Day, Labor Day, or Thanksgiving Day shall be paid at one and one-half the regular rate for all hours worked on such holiday. Additionally, notwithstanding the provision of Section 2 above, each employee who works on Christmas Day (December 25th) or is ordered to come in to work on Christmas Day shall be paid at two times the regular rate for all hours worked on such holiday.

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 Union a minimum of two (2) weeks prior to the time of the proposed change. If, in the opinion of the Chief, there is a bona fide emergency, there shall be no necessity for the two- (2) weeks' notice referred to in the preceding sentence.

SECTION 3: Permission to exchange shifts may be granted by the Division Captain, provided any such exchange of shifts will not result in any claim for overtime.

SECTION 4: An employee 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 employee clears court. When an employee knows there will be a delay he/she must notify the on-duty supervisor immediately and inform him/her of the anticipated delay of start time.

SECTION 5: An employee 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 their 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, supervisors on duty shall be provided with one forty-five minute meal break and two fifteen minute breaks in every ten hour shift. If an employee 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, employees generally should not work more than fifteen (15) hours in any twenty four hour period.

ARTICLE 8

Overtime

SECTION 1: All assigned service 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 in 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 single 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 supervisor, 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 purpose 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 supervisors 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 regardless of the number of cases scheduled at that time. A police supervisor who is scheduled to appear in court and finds his/her required court appearance cancelled, shall be paid a three (3) hour minimum at time and one-half by the City unless he/she has been notified by the City at his/her home prior to 5:00 p.m. the day before the required court appearance. However, any police supervisor who is scheduled to appear in court on his/her day off and finds his/her required court appearance cancelled, shall be paid a three (3) hour minimum at time and one-half by the City, unless he/she has been notified by the City at his/her home prior to 9:00 p.m. two (2) calendar days before the required Court appearance. If the City determines that the police supervisor made the appearance for which the Court denies payment through the police supervisor's own oversight, then the City may deny payment. Attendance at court session, when the Supervisor is off duty, shall be a three (3) hour minimum.

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 supervisors 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 supervisors to attend court sessions as a mandatory job assignment at any time; however, it will not ordinarily do so and the police supervisors shall attend court sessions pursuant to court order or subpoena by the State. Police supervisors 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 police supervisors shall comply with its provisions. Police supervisors shall be paid for court attendance directly by the City, as set forth in this Section of this Article, at the time of the next regularly scheduled payroll.

Any employee who is scheduled to appear in court and does so as scheduled but finds his/her required court appearance cancelled, shall be paid a three (3) hour minimum at time and one-half by the City, if not paid by the Court, unless he/she has been notified by the City at his/her home prior to 5:00 p.m. the day before the required Court appearance. If the City determines that the police supervisor made the appearance for which the Court denies payment through the police supervisor's own oversight, then the City may also deny payment.

ARTICLE 9

Acting Officer

SECTION 1: Any employee who is designated by the Chief or his/her designee to "act" in the capacity of a higher rank for a continuous period of more than five (5) regular working days, shall for all hours worked in such "acting" status that exceed the five (5) regular working day qualification period, be paid at the base rate of pay for such higher rank or at a minimum of at least one step in the salary scale above the acting officer's present salary.

The above to the contrary notwithstanding, it is understood and agreed that in the specific situation where a Platoon Lieutenant is absent for any reason, except use of accrued vacation time (in which case there shall be no Sergeant eligibility of "acting" pay) for a continuous period of fifteen (15) days or more, the Sergeant on such platoon, or from another platoon if that Sergeant position is vacant, shall be designated as "acting" Lieutenant at such time as it is known that the absence will be more than the fifteen (15) days.

SECTION 2: Any employee who is required to "act" in the capacity of a higher rank on a regular but discontinuous basis for a period of more than five (5) regular working days, will, for all hours worked in such "acting" status that exceed the five (5) regular working day qualification period, be eligible to be paid at the base rate of pay for said higher rank or at a minimum of at least one step in the salary scale above the acting officer's present salary. Final determination as to eligibility for acting pay on this "regular but discontinuous basis" referred to in this section shall rest with the Chief.

ARTICLE 10

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 workweek 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: Vacation choices shall be made by seniority within rank 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 the year. Said choices shall be subject to the Chief's approval, which shall not be unreasonably withheld. All employees eligible for a vacation of two (2) weeks or more shall have the option of receiving the two (2) weeks or more consecutively. Any vacation choices shall not, in the Chief's opinion, interrupt the normal operation of the department.

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 the City Manager may in their sole and absolute discretion allow vacation accumulation beyond

thirty (30) days, provided, however, that the granting or denial of any such additional accumulation will not be subject to the grievance or arbitration procedure set forth in Article 19.

SECTION 5: Lieutenants and Sergeants assigned to the same platoon shall arrange their vacation schedules according to past practice to maintain proper supervisory and division coverage.

ARTICLE 11

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 provided that said employees earn the sick leave time based on the following schedule:

	Years of Service	Accumulation
Up to:	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 approved in advance by the Department. 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 for fifty percent (50%) of his/her accumulated sick leave at his/her regular rate of pay then in effect. For the purpose of this section, "retirement" shall mean leaving the service of the City and eligible to draw a

retirement allowance under the New Hampshire Retirement system or leaving the service of the City 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 12

Uniforms, Clothing and Cleaning Allowance

SECTION 1: Members of the Department shall be issued all necessary uniforms, equipment, and footwear as required by the department. Proper headgear shall be issued as new equipment and shall be worn as required. Footwear shall be new at the time of issue to a unit member.

SECTION 2: Uniforms which have been determined by the Chief to be 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: Lieutenants and Sergeants assigned to positions authorized by the Police Chief to routinely wear civilian clothing shall receive an annual allowance of \$650.00. On January 1, 2010, the allowance shall increase to \$700.00. Such payment shall be prorated for officers who were 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 12A

Cruiser Maintenance

Except in an emergency as determined by the shift commander, an employee 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. Employees 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) substantially equivalent to the benefit level of Option II as outlined in Appendix B-1. The current plan is administered through CIGNA as referenced in the attached Summaries of Benefits (Appendices B-1 and B-2). 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 Union.

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 Department Supervisor's Union at least thirty (30) days written notice prior to making any changes in carrier, network provider and/or third party administrator.

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. Effective July 1, 2012, the City shall pay eighty-one percent (81%) 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-one percent (81%) of the cost of Option II. In the event that eighty-one percent (81%) 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 the 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 Two Thousand Dollars (\$2,000.00) 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 the employment ends at some point during that plan year. In the case where the City employs both spouses, 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 shall include sections A, B, C and D (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 (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 14

Seniority

SECTION 1: Seniority means the length of continuous service of any regular member of the bargaining unit. A member of the unit shall acquire seniority from the date of approval to the Police Department as a permanent full-time member of the force, provided said employee has completed his/her probationary period.

SECTION 2: Seniority in rank shall be determined upon promotion dates and within the same rank structure. Seniority for Lieutenants shall be determined by date of promotion to that rank and if two members have the same promotion date, then the date of promotion to Sergeant shall be used as a determining factor. If these are the same, the terms of Section 1 shall be used as a final determination. Seniority for Sergeants shall be determined by promotion dates, and if two or more have the same date, then the terms of Section 1 shall apply as a final determination.

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

SECTION 3: In the event of a work stoppage, picketing, or any other curtailment by the Union or the employees covered hereunder, the Union 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 Union 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.

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: The top step of the Sergeant's schedule shall be 15% more than the top step for the highest paid police officer. The top step of the Lieutenant's schedule shall be 15% more than the top step of the Sergeant's schedule. Each step below the top step in each schedule shall be 4.5% less than the step immediately above it.

Police Supervisors Wage Scale

Police Supervisors' Wage Schedule 7/1/2009- 6/30/2012

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
7/1/2009	Sergeants	24.47	25.62	26.83	28.09	29.41	30.80
	Lieutenants	28.14	29.46	30.85	32.30	33.83	35.42
7/1/2010	Sergeants	25.02	26.20	27.43	28.72	30.08	31.49
	Lieutenants	28.77	30.12	31.54	33.03	34.59	36.22
1/1/2011	Sergeants	25.64	26.85	28.12	29.44	30.83	32.28
	Lieutenants	29.49	30.88	32.33	33.86	35.45	37.12
7/1/2011	Sergeants	26.67	27.92	29.24	30.62	32.06	33.57
	Lieutenants	30.67	32.11	33.63	35.21	36.87	38.61

Salary schedule for July 1, 2012 to June 30, 2013 to be generated based upon KPOA wage settlement.

Until the contract expires on June 30, 2013, this schedule shall be adjusted in accordance with the above formula when the top step of the police officers' schedule is adjusted, such adjustments to be effective on the same dates as they are effective for the Police Officers' bargaining unit.

The City will make the following payments to each member of the bargaining unit who are covered by this agreement: \$500 to be paid in first regular paycheck after 8/1/2009; \$250 to be paid in first regular paycheck after 7/1/2010; \$125 to be paid in first regular paycheck after 7/1/2012.

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. 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.

SECTION 3: 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 (\$2000.00) performance bonus. Such payment shall be made within the month of the anniversary of date of hire or rehire. The City and the Union shall agree to a list of all bargaining unit members and their length of service. It is agreed that this shall not be construed as a new step on the salary schedule.

SECTION 4: Master Supervisor. Effective July 1, 2005 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, supervisors 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. Supervisors must receive an overall rating of "professional" or better on their annual evaluation.
- C. Supervisors, 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 Supervisor 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. Supervisors, 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 Supervisor 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. Supervisors, 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 Supervisor 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 supervisor stipend shall be made within three weeks of the employee's anniversary month, provided all criteria have been met. The master supervisor stipend shall not be considered a top step. Eligibility for payment of the Master Supervisor Stipend will 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 16, Section 3. Once an employee becomes eligible for the performance bonus, he/she shall no longer receive the master supervisor pay. In no event will the two stipends overlap or be compounded in any way.

SECTION 5: 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 current New Hampshire Police Standards and Training graduation standard, A supervisor will have passed the test when he/she performs at the graduation standard and shall be entitled to a two hundred and fifty dollar (\$250.00) bonus for each time he/she passes the test. 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. This bonus is available as an additional amount for those employees who have qualified as Master Supervisor pursuant to Article 16, Section 4.

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

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.

SECTION 2: Employees with ten (10) or more years of service with the Keene Police Department who receive a professional performance evaluation who have not satisfied the conditions necessary for the receipt of the Master Supervisor stipend in Article 16, Section 6

remain eligible to receive an annual educational bonus stipend for having earned degrees in the fields of criminal justice, public administration, business or any of the behavioral sciences:

Associate's Degree:	\$300.00 per year
Bachelor's Degree:	\$600.00 per year
Master's Degree:	\$750.00 per year

Supervisors who ~~are~~ who were in the bargaining unit on **July 1, 2005** ~~the date that this agreement is executed~~ are grandfathered in the respect that they meet the associate's degree requirement if they have at least sixty (60) credits toward either an Associate's Degree or a Bachelor's Degree in any field.

Employees receiving the performance bonus pursuant to Article 16, Section 3 are eligible for educational bonus.

ARTICLE 18

Reimbursable Details

SECTION 1: Unit members shall be paid at the overtime rate of the highest step for Sergeant 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 8, Section 2, for assignment of reimbursable details shall be used, provided that any unfilled and/or unscheduled reimbursable details shall be filled by the 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 person originally assigned to the detail must notify the shift supervisor.

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 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 cancelled after the officer has assumed his/her duties in relation to the detail.

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

SECTION 2: Failing adjustment by these parties, the grievant or the Union may, within five (5) calendar days from the date of the supervisor's decision, or within five (5) calendar days after presented to the supervisor if there has been no decision, submit the grievance to the 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 Union 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, if the grievant so chooses, and the City Manager will render his/her decision within five (5) calendar days from the close of the hearing.

SECTION 4: If the decision of the City Manager is not acceptable to the Union, the Union may, within ten (10) calendar days after the date of the City Manager's decision, or if no decision is rendered within fifteen (15) calendar days after the meeting at which the City Manager considered said grievance, submit the grievance to a mutually acceptable arbitrator. If no agreement is reached on a mutually acceptable arbitrator within twenty (20) calendar days after the grievance was first submitted to the City Manager, the Union shall request the 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 Union 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 Union and City representatives. The arbitrator shall submit his/her decisions in writing within thirty (30) days following the close of the hearing. Either party may appeal the arbitrator's award to the Superior Court in accordance with RSA 542.

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 2 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 15 of this Agreement. Also excluded from arbitration is any matter otherwise subject to arbitration, but over, which the Union strikes, contrary to Article 15 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 15, UNINTERRUPTED SERVICE, take the "disciplinary" and/or "immediate cancellation of this Agreement" action as provided for in Article 15, 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 15.

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 Union do not process the grievance within the time limits as set forth above, it shall be considered as dismissed. If a decision is not rendered within the time limits set forth above, the grievant may proceed to the next step of the grievance procedure or the grievance shall be considered waived.

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

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

ARTICLE 20

Miscellaneous

SECTION 1: A bulletin board shall be provided by the City for Union's use, with the proviso that the Union will exercise good judgment and be responsible for items posted on the board and the Union 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 Union. The Union 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 law books in the Police Department shall be available to employees twenty-four (24) hours a day. Said books shall be controlled by the supervisor of the shift.

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 may be granted in the event of the death of the employee's grandparent.

SECTION 4: The Union 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 Union is obligated to actively support the City's efforts 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 cruisers 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 inoperative air conditioning units in a reasonable amount of time.

SECTION 6: Employees who are in the organized U.S. military reserve or National Guard, and who are required to perform field duty shall, for the first week of military leave, be paid by the City the difference between their regular weekly pay and their military compensation, the total of which can equal no more than regular compensation.

SECTION 7: All bargaining unit members shall have the option of payroll "direct deposit" in accordance with City Policy.

SECTION 8: Evaluations shall occur annually.

SECTION 9: Notification: Should the Union wish to make notification to the City, such notification shall be addressed to the Human Resource Director, 3 Washington Street, Keene New Hampshire 03431. Should the City wish to make notification to the Union, such notification shall be addressed to the Keene Police Department Supervisors' President and a copy mailed to AFT-NH, 553 Route 3A, Ruggles IV, Bow, NH 03304. The Union President shall be responsible for notifying the City of his/her election as President and proper mailing address for these purposes.

SECTION 10: The bargaining unit President and Vice President shall be allowed an annual combined total of four (4) paid days for union training, and/or meetings related to their responsibilities as union officers. Said time shall be in lieu of working their regularly scheduled shift and they can accrue no overtime as a result of the meetings or training.

ARTICLE 21

Union Representation

SECTION 1: The City agrees to recognize the Steward duly authorized by the Union. The function of the Steward shall be to aid in the adjustment of employee grievances related to conditions of employment.

SECTION 2: The City agrees there shall be no discrimination against the Steward because of his/her duties as a Union official or member. The Union shall furnish the name of the Steward to the City.

SECTION 3: The Steward may during his/her normal working hours, subject to advance approval of the Chief, attend meetings with City Representatives involving bargaining unit employee grievances without loss of time or pay. Supervisory approval of such requests shall normally be granted unless the granting of such request would interfere with carrying out essential departmental operations or leave departmental operations without adequate coverage.

ARTICLE 22


Duration


All provisions in this agreement shall be effective on July 1, 2009, provided that the Keene City Council has approved all cost items by that date. 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, 2013 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 2013 or any subsequent year of the contract. If such notice is given in accordance with the above by either party in 2013 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 29 day of June, 2009.

FOR THE CITY OF KEENE


John A. MacLean
City Manager


ATTEST: Patricia A. Little
City Clerk

FOR The Keene Police Department
Supervisors, AFT Local #6305, AFT-NH,
AFL-CIO.


Eli Rivera, 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 at 6:45 a.m. hours 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 Union officers. Each officer present shall then pick one of the pieces of paper in such a 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 6:45 a.m. hours may have another eligible officer choose for him/her at the time of drawing.
3. The officer who is then in charge of the drawing shall call off 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. If there are still jobs available by 7:00 a.m. hours Sunday morning, Auxiliary Officers will be able to sign up.
6. 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.
7. The actual drawing will be held at 6:45 a.m.
8. Any uncompleted overtime roster will be selected by starting with the numerically highest lottery number first.
9. 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.

SUMMARY OF BENEFITS

Your CIGNA HealthCare Network plan



CIGNA HealthCare

Features that Add Value

- You choose a Primary Care Physician (PCP) – your **personal doctor** – to coordinate your care and provide advice and guidance. As your needs change, so may your choice of doctors. That's why you can change your PCP for any reason.
- The CIGNA HealthCare 24-Hour Health Information LineSM connects you to **trained 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 Healthy Rewards®** includes special offers on programs and services designed to enhance your health and wellness. Just call 1.800.870.3470 or visit our web site at www.cigna.com.
- Prescription drug coverage is a **part of your plan**. With national and independent pharmacies participating across the country, you can have your prescription filled **wherever you go**. CIGNA Tel-Drug gives you 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.
- CIGNA Behavioral Health offers you access to **professional consultation** over the phone to help you with problems that affect you, your family, or your work.

Quality Service Is Part of Quality Care

- Service is at the heart of everything we do. Our goal is to give you: fast, accurate answers; responsive, courteous and professional assistance; and ease and convenience in finding the information you need to manage your health.
- **www.cigna.com** – Visit our interactive Web site to learn more about your plan and get health information, 24 hours a day. Once you enroll, register for myCIGNA.com, our convenient, secure web site that combines helpful easy-to-use tools with personalized benefits information to help you make the most of your plan.
- **We Speak Many LanguagesSM**. We offer Language Line Services so that you can **talk with us** in 150 different languages. Just call Customer 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 participating OB/GYN – **no referral required**.
- The CIGNA HealthCare Well-Aware Program for Better Health® can **help you manage** chronic conditions.
- The CIGNA HealthCare Healthy Babies® program provides you with information 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 doctors to choose from.
- **Emergency and urgent care** are covered wherever you go, worldwide, **24 hours a day**. Urgent care centers can take care of your urgent care needs, and you pay a lower copayment.

***For Employees of City of Keene - HIGH
Plan - Effective 12/01/2007***

Network - ASO

OPTION II

APPENDIX B-I

BENEFIT HIGHLIGHTS

Physician Services Primary Care Physician (PCP) Office Visit Specialty Physician Office Visit <i>Consultant and Referral Physician Services</i> <i>Allergy Treatment/Injections – PCP or Specialty Physician</i> <i>Allergy Serum (dispensed by physician in office)</i> <i>Second Opinion Consultations (provided on voluntary basis)</i> <i>Surgery Performed in the Physician's Office – PCP or Specialty Physician</i>	\$5 copayment per office visit; No charge if only x-ray and/or lab services are performed and billed \$5 copayment per office visit; No charge if only x-ray and/or lab services are performed and billed \$5 copayment per office visit or actual charge, whichever is less No charge \$5 copayment per office visit \$5 copayment per office visit
Preventive Care <i>Routine Preventive Care – Well Baby, Well Child Care, Adult Care and Well Woman (including Immunizations)</i> <u>Note:</u> <i>Well Woman OB/GYN visits are subject to the specialty physician's office visit copay.</i> <i>Immunizations</i>	\$5 copayment per office visit; No charge if only x-ray and/or lab services are performed and billed No charge
Mammograms, PSA, Pap Test (Preventive Care Related Routine Services) <i>(Note: Diagnostic Related Services are subject to the plan's laboratory & radiology benefit; based on place of service)</i>	No charge; for the procedure itself. Note: \$5 copayment per office visit for the associated wellness exam
Inpatient Hospital Services including: <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
Inpatient Hospital Doctor's Visits/Consultations Inpatient Hospital Professional Services	No charge No charge
Outpatient Facility Services <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> Physician and Outpatient Professional Services	No charge No charge
Laboratory and Radiology Services (includes preadmission testing) <i>Physician's Office</i> <i>Outpatient Hospital Facility</i> <i>Emergency Room Facility (billed by facility as part of the Emergency Room visit)</i> <i>Independent X-Ray and/or Lab Facility</i> <i>Independent X-Ray and/or Lab Facility (in conjunction with an Emergency Room visit)</i>	No charge No charge for facility charges; No charge for outpatient professional charges No charge No charge No charge (If Emergency Room visit is considered to be a true emergency)
Advanced Radiological Imaging <i>(MRIs, MRAs, CAT Scans, PET Scans, etc.)</i> <i>Inpatient Facility</i> <i>Outpatient Facility</i> <i>Emergency Room</i> <i>Physician's Office</i>	No charge No charge No charge No charge

BENEFIT HIGHLIGHTS

Short-Term Rehabilitative Therapy Cardiac Rehabilitation – (includes cardiac rehab, physical, speech, occupational, pulmonary rehab & cognitive therapy) – 60 days maximum per contract year for all therapies combined <i>Note: therapy sessions provided as part of Home Health Care accumulate to the Short-Term Rehab Therapy maximum.</i>	\$5 copayment per office visit; No charge if only x-ray and/or lab services are performed and billed.
Self-Referral Chiropractic Services – 20 days maximum per contract year	\$5 copayment per office visit; No charge if only x-ray and/or lab services are performed and billed.
Emergency and Urgent Care Services Physician's Office – PCP or Specialty Physician Hospital Emergency Room Outpatient Professional Services (Radiology, Pathology and Emergency Room Physician) Urgent Care Facility or Outpatient Facility Ambulance	\$5 copayment per office visit; No charge if only x-ray and/or lab services performed and billed. \$50 copayment per visit, waived if admitted No charge \$50 copayment per visit, waived if admitted No charge <i>Note: if not a true emergency, services are not covered</i>
Maternity Care Services Initial Office Visit to Confirm Pregnancy All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (total maternity fee) Office Visits not included in the total maternity fee performed by OB or Specialty Physician Delivery Facility (Inpatient Hospital/Birthing Center Charges)	\$5 copayment for initial office visit No charge \$5 copayment per office visit; No charge if only x-ray and/or lab services performed and billed No charge
Inpatient Services at Other Health Care Facilities Skilled Nursing, Rehabilitation and Sub-Acute Facilities 60 days maximum per contract year for all facilities listed	No charge
Home Health Services - Includes outpatient private duty nursing when approved as medically necessary, 60 days maximum per contract year 16 hour maximum per day	No charge
Family Planning Services Office Visits (tests, counseling) – PCP or Specialty Physician Vasectomy/Tubal Ligation (excludes reversals) Inpatient Facility Outpatient Facility Physician's Services – Inpatient or Outpatient Physician's Office	\$5 copayment per office visit; No charge if only x-ray and/or lab services performed and billed. No charge No charge No charge \$5 copayment per office visit
Infertility Services Coverage will be provided for the treatment of an underlying medical condition up to the point an infertility condition is diagnosed. Services will be covered as any other illness.	Not covered
TMJ – Surgical and Non-surgical: case-by-case basis. Always excludes appliances and orthodontic treatment. Subject to medical necessity. Office visits Inpatient Facility Outpatient Facility Physician's Services	\$5 copayment per office visit; No charge if only x-ray and/or lab services are performed and billed. No charge No charge No charge

BENEFIT HIGHLIGHTS

Mental Health and Substance Abuse Inpatient – 30 days maximum per contract year for inpatient Mental Health and inpatient Substance Abuse Mental Health <i>Acute: Based on a ratio of 1:1</i> <i>Partial: Based on a ratio of 2:1</i> <i>Residential: Based on a ratio of 2:1</i> Substance Abuse <i>Acute Detox: Based on a ratio of 1:1 (requires 24 hour nursing)</i> <i>Acute Inpatient Rehab: Based on a ratio of 1:1 (requires 24 hour nursing)</i> <i>Partial: Based on a ratio of 2:1</i> <i>Residential: Based on a ratio of 2:1</i> Outpatient Individual – <i>20 visits maximum per contract year for outpatient Mental Health and outpatient Substance Abuse</i> Group Therapy – combined maximum with <i>Outpatient Individual Mental Health services based on a ratio of 1:1</i> Intensive Outpatient Mental Health and Substance Abuse – up to <i>3 programs maximum per contract year based on a ratio of 1:1 with outpatient Mental Health and Substance Abuse visits.</i>	No charge \$5 copayment per visit \$5 copayment per session \$50 copayment per program
Durable Medical Equipment	No charge \$3,500 maximum per contract year
External Prosthetic Appliances	\$200 EPA deductible \$1,000 maximum per contract year
Prescription Drugs CIGNA Pharmacy Retail Drug Program Dispense As Written <i>Includes: insulin, insulin needles & syringes, diabetic test strips/lancets, oral contraceptives and contraceptive devices, prescription vitamins, and prenatal vitamins.</i> <i>Generic Drugs</i> <i>Brand Name Drugs</i> CIGNA Tel-Drug Mail Order Drug Program <i>Generic Drugs</i> <i>Brand Name Drugs</i>	 \$7 per 30-day supply for generic drugs \$15 per 30-day supply for brand name drugs \$14 per 90-day supply for generic drugs \$30 per 90-day supply for brand name drugs

BENEFIT HIGHLIGHTS**OTHER BENEFIT INFORMATION**

Contract Year Deductible	
Individual	None
Family	None
Contract Year Out-of-Pocket (OOP) Maximum	
Individual	None
Family	None
Coinsurance	No
Precertification – Inpatient – PHS+ (required for all inpatient admissions)	Coordinated by your physician
Precertification – Outpatient- PHS+ (required for selected outpatient services and diagnostic testing or outpatient services)	Coordinated by your physician
Lifetime Maximum	Unlimited
Pre-existing Condition Limitation	No

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

Mental Health

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

Benefit Exclusions

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

- Any service or supply not described as covered in the Covered Expenses section of the plan.
- Any medical service or device that is not medically necessary.
- Treatment of an illness or injury which is due to war or care for military service disabilities treatable through governmental services.
- Any services and supplies for or in connection with experimental, investigational or unproven services.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, however, charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within 6 months of the accident.
- Medical and surgical services, initial and repeat, intended for the treatment or control of obesity, including clinically severe (morbid) obesity, including: medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision.
- Unless otherwise covered as a basic benefit, reports, evaluations, physical examinations, or hospitalization not required for health reasons, including but not limited to employment, insurance or government licenses, and court ordered, forensic, or custodial evaluations.
- Court ordered treatment or hospitalizations.
- 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 collection, washing, preparation or storage of sperm for artificial insemination (including donor fees). Cryopreservation of donor sperm and eggs are also excluded from coverage.
- Any services, supplies, medications or drugs for the treatment of male or female sexual dysfunction.
- Medical and hospital care and costs for the child of a Dependent, unless this infant child is otherwise eligible under the plan.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance.
- Consumable medical supplies other than ostomy supplies and urinary catheters.
- Private hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- Artificial aids, including but not limited to hearing aids, semi-implantable hearing devices, audiant bone conductors, bone anchored hearing aids, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, dentures and wigs.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or postcataract surgery).
- Routine refraction, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.

Benefit Exclusions (continued)

18. Non-prescription drugs and investigational and experimental drugs, except as provided in the plan.
19. Routine foot care, however, services associated with foot care for diabetes and peripheral vascular disease are covered when medically necessary.
20. Genetic screening or pre-implantation genetic screening.
21. Fees associated with the collection or donation of blood or blood products.
22. Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
23. All nutritional supplements and formulae are excluded, except infant formula needed for the treatment of inborn errors of metabolism.
24. Services for or in connection with an injury or illness arising out of, or in the course of, any employment for wage or profit.
25. Expenses incurred for medical treatment by a person age 65 or older, who is covered under the plan as a retiree, or his dependent, when payment is denied by the Medicare plan because treatment was not received from a participating provider of the Medicare plan.
26. Expenses incurred for medical treatment when payment is denied by the primary plan because treatment was not received from a participating provider of the primary plan.
27. The following services are excluded from coverage regardless of clinical indications: Massage Therapy; Macromastia or Gynecomastia Surgeries; Cosmetic Surgery and Therapies; Surgical Treatment of Varicose Veins; Rhinoplasty; Abdominoplasty/Panniculectomy; Blepharoplasty; Redundant Skin Surgery; Removal of Skin Tags; Acupressure; Craniosacral/cranial therapy; Dance Therapy, Movement Therapy; Applied Kinesiology; Rolfing; Prolotherapy; Transsexual Surgery; Non-medical counseling or ancillary services; Assistance in the activities of daily living; Cosmetics; Personal or Comfort Items; Dietary Supplements; Health and Beauty Aids; Aids or devices that assist with non-verbal communications; Treatment by Acupuncture; Dental implants for any condition; Telephone Consultations; E-mail & Internet Consultations; Telemedicine; Health Club Membership fees; Weight Loss Program fees; Smoking Cessation Program fees; Reversal of male and female voluntary sterilization procedures; and Extracorporeal Shock Wave Lithotripsy for musculoskeletal and orthopedic conditions.

These Are Only the Highlights

As you can see, the plan is designed to combine in-depth coverage with cost-effective 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.

BSM24134

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SUMMARY OF BENEFITS

Your CIGNA HealthCare Network plan



CIGNA HealthCare

Features that Add Value

- You choose a Primary Care Physician (PCP) – your **personal doctor** – to coordinate your care and provide advice and guidance. As your needs change, so may your choice of doctors. That's why you can change your PCP for any reason.
- The CIGNA HealthCare 24-Hour Health Information LineSM connects you to **trained 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 Healthy Rewards®** includes special offers on programs and services designed to enhance your health and wellness. Just call 1.800.870.3470 or visit our web site at www.cigna.com.
- Prescription drug coverage is a **part of your plan**. With national and independent pharmacies participating across the country, you can have your prescription filled **wherever you go**. CIGNA Tel-Drug gives you 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.
- CIGNA Behavioral Health offers you access to **professional consultation** over the phone to help you with problems that affect you, your family, or your work.

Quality Service Is Part of Quality Care

- Service is at the heart of everything we do. Our goal is to give you: fast, accurate answers; responsive, courteous and professional assistance; and ease and convenience in finding the information you need to manage your health.
- www.cigna.com – Visit our **interactive Web site** to learn more about your plan and get health information, 24 hours a day. Once you enroll, register for myCIGNA.com, our convenient, secure web site that combines helpful easy-to-use tools with personalized benefits information to help you make the most of your plan.
- **We Speak Many LanguagesSM**. We offer Language Line Services so that you can **talk with us** in 150 different languages. Just call Customer 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 participating OB/GYN – **no referral required**.
- The CIGNA HealthCare Well-Aware Program for Better Health® can **help you manage** chronic conditions.
- The CIGNA HealthCare Healthy Babies® program provides you with information 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 doctors to choose from.
- **Emergency and urgent care are covered** wherever you go, worldwide, **24 hours a day**. Urgent care centers can take care of your urgent care needs, and you pay a lower copayment.

***For Employees of City of Keene - LOW
Plan***

- Effective 12/01/2007

Network • ASO

OPTION III

APPENDIX B-II

BENEFIT HIGHLIGHTS

Physician Services Primary Care Physician (PCP) Office Visit Specialty Physician Office Visit <i>Consultant and Referral Physician Services</i> <i>Allergy Treatment/Injections – PCP or Specialty Physician</i> <i>Allergy Serum (dispensed by physician in office)</i> <i>Second Opinion Consultations (provided on voluntary basis)</i> <i>Surgery Performed in the Physician's Office – PCP or Specialty Physician</i>	\$20 copayment per office visit; No charge if only x-ray and/or lab services are performed and billed \$30 copayment per office visit; No charge if only x-ray and/or lab services are performed and billed \$20 or \$30 copayment per office visit or actual charge, whichever is less No charge \$20 or \$30 copayment per office visit \$20 or \$30 copayment per office visit
Preventive Care <i>Routine Preventive Care – Well Baby, Well Child Care, Adult Care and Well Woman (including Immunizations)</i> <u>Note:</u> <i>Well Woman OB/GYN visits are subject to the specialty physician's office visit copay.</i> <i>Immunizations</i>	\$20 or \$30 copayment per office visit; No charge if only x-ray and/or lab services are performed and billed No charge
Mammograms, PSA, Pap Test <i>(Preventive Care Related Routine Services)</i> <u>Note:</u> <i>Diagnostic Related Services are subject to the plan's laboratory & radiology benefit, based on place of service)</i>	No charge; for the procedure itself. Note: \$20 or \$30 copayment per office visit for the associated wellness exam
Inpatient Hospital Services including: <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>	\$1,000 copayment per admission
Inpatient Hospital Doctor's Visits/Consultations <i>Inpatient Hospital Professional Services</i>	No charge No charge
Outpatient Facility Services <i>Operating Room, Recovery Room, Procedure Room and Treatment Room including:</i> <i>Diagnostic/Therapeutic Lab and X-rays</i> <i>Anesthesia and Inhalation Therapy</i> <i>Physician and Outpatient Professional Services</i>	\$500 copayment per facility visit No charge
Laboratory and Radiology Services <i>(includes preadmission testing)</i> <i>Physician's Office</i> <i>Outpatient Hospital Facility</i> <i>Emergency Room Facility (billed by facility as part of the Emergency Room visit)</i> <i>Independent X-Ray and/or Lab Facility</i> <i>Independent X-Ray and/or Lab Facility (in conjunction with an Emergency Room visit)</i>	No charge No charge for facility charges; No charge for outpatient professional charges No charge No charge No charge <i>(If Emergency Room visit is considered to be a true emergency)</i>
Advanced Radiological Imaging <i>(MRIs, MRAs, CAT Scans, PET Scans, etc.)</i> <i>Inpatient Facility</i> <i>Outpatient Facility</i> <i>Emergency Room</i> <i>Physician's Office</i> <u>Note:</u> <i>The scan copayment will be administered on a per type of scan per day basis</i>	No charge \$100 scan copayment \$100 scan copayment \$100 scan copayment

BENEFIT HIGHLIGHTS

Short-Term Rehabilitative Therapy Cardiac Rehabilitation – (includes cardiac rehab, physical, speech, occupational, pulmonary rehab & cognitive therapy) – 60 days maximum per contract year for all therapies combined <u>Note: therapy sessions provided as part of Home Health Care accumulate to the Short-Term Rehab Therapy maximum.</u>	\$20 or \$30 copayment per office visit No charge if only x-ray and/or lab services are performed and billed.
Self-Referral Chiropractic Services – 20 days maximum per contract year	\$20 or \$30 copayment per office visit; No charge if only x-ray and/or lab services are performed and billed.
Emergency and Urgent Care Services Physician's Office – PCP or Specialty Physician <i>Hospital Emergency Room</i> <i>Outpatient Professional Services (Radiology, Pathology and Emergency Room Physician)</i> <i>Urgent Care Facility or Outpatient Facility</i> <i>Ambulance</i>	\$20 or \$30 copayment per office visit; No charge if only x-ray and/or lab services performed and billed. \$100 copayment per visit, <i>waived if admitted</i> No charge \$100 copayment per visit, <i>waived if admitted</i> No charge <i>Note: if not a true emergency, services are not covered</i>
Maternity Care Services <i>Initial Office Visit to Confirm Pregnancy</i> <i>All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (total maternity fee)</i> <i>Office Visits not included in the total maternity fee performed by OB or Specialty Physician</i> <i>Delivery Facility (Inpatient Hospital/Birthing Center Charges)</i>	\$20 or \$30 copayment for initial office visit No charge \$30 copayment per office visit; No charge if only x-ray and/or lab services performed and billed \$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 for all facilities listed	No charge
Home Health Services - Includes outpatient private duty nursing when approved as medically necessary, 60 days maximum per contract year 16 hour maximum per day	No charge
Family Planning Services <i>Office Visits (tests, counseling) – PCP or Specialty Physician</i> Vasectomy/Tubal Ligation (excludes reversals) <i>Inpatient Facility</i> <i>Outpatient Facility</i> Physician's Services – Inpatient or Outpatient Physician's Office	\$20 or \$30 copayment per office visit; No charge if only x-ray and/or lab services performed and billed. \$1,000 copayment per admission \$500 copayment per facility visit No charge \$20 or \$30 copayment per office visit
Infertility Services <i>Coverage will be provided for the treatment of an underlying medical condition up to the point an infertility condition is diagnosed. Services will be covered as any other illness.</i>	Not covered
TMJ – Surgical and Non-surgical: case-by-case basis. <i>Always excludes appliances and orthodontic treatment. Subject to medical necessity.</i> <i>Office visits</i> <i>Inpatient Facility</i> <i>Outpatient Facility</i> Physician's Services	\$20 or \$30 copayment per office visit; No charge if only x-ray and/or lab services are performed and billed. \$1,000 copayment per admission \$500 copayment per facility visit No charge

BENEFIT HIGHLIGHTS

<p>Mental Health and Substance Abuse Inpatient – 25 days maximum per contract year for inpatient Mental Health and inpatient Substance Abuse Mental Health Acute: Based on a ratio of 1:1 Partial: Based on a ratio of 2:1 Residential: Based on a ratio of 2:1 Substance Abuse Acute Detox: Based on a ratio of 1:1 (requires 24 hour nursing) Acute Inpatient Rehab: Based on a ratio of 1:1 (requires 24 hour nursing) Partial: Based on a ratio of 2:1 Residential: Based on a ratio of 2:1 Outpatient Individual – 20 visits maximum per contract year for outpatient Mental Health and outpatient Substance Abuse Group Therapy – combined maximum with Outpatient Individual Mental Health services based on a ratio of 1:1 Intensive Outpatient Mental Health and Substance Abuse – up to 3 programs maximum per contract year based on a ratio of 1:1 with outpatient Mental Health and Substance Abuse visits.</p>	<p>\$1,000 copayment per admission</p> <p>\$30 copayment per visit</p> <p>\$15 copayment per session</p> <p>\$50 copayment per program</p>
<p>Durable Medical Equipment</p>	<p>No charge</p>
<p>External Prosthetic Appliances</p>	<p>\$3,500 maximum per contract year</p>
<p>Prescription Drugs CIGNA Pharmacy Retail Drug Program Includes: insulin, insulin needles & syringes, diabetic test strips/lancets, oral contraceptives and contraceptive devices, prescription vitamins, and prenatal vitamins. Generic*** drugs on the Prescription Drug List for a 30-day supply Brand Name*** drugs designated as preferred on the Prescription Drug List with no Generic equivalent for a 30-day supply Brand Name*** drugs designated as non-preferred on the Prescription Drug List for a 30-day supply</p>	<p>\$200 EPA deductible</p> <p>\$1,000 maximum per contract year</p>
<p>CIGNA Tel-Drug Mail Order Drug Program Generic*** drugs on the Prescription Drug List for a 90-day supply Brand Name*** drugs designated as preferred on the Prescription Drug List with no Generic equivalent for a 90-day supply Brand Name*** drugs designated as non-preferred on the Prescription Drug List for a 90-day supply ***Designated as per generally-accepted industry sources and adopted by CG</p>	<p>\$5 copayment per prescription/refill</p> <p>\$15 copayment per prescription/refill</p> <p>\$35 copayment per prescription/refill</p> <p>\$10 copayment per prescription/refill</p> <p>\$30 copayment per prescription/refill</p> <p>\$70 copayment per prescription/refill</p>

BENEFIT HIGHLIGHTS

OTHER BENEFIT INFORMATION

Contract Year Deductible <i>Individual</i> <i>Family</i>	None None
Contract Year Out-of-Pocket (OOP) Maximum <i>Individual</i> <i>Family</i>	Includes inpatient facility copays Includes outpatient facility copays Includes advanced radiological imaging copays. Other copays do not accumulate \$1,000 \$3,000
Coinsurance	No
Precertification – Inpatient – PHS+ (required for all inpatient admissions) Precertification – Outpatient- PHS+ (required for selected outpatient services and diagnostic testing or outpatient services)	Coordinated by your physician Coordinated by your physician
Lifetime Maximum	Unlimited
Pre-existing Condition Limitation	No

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

Mental Health

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

Benefit Exclusions

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

1. Any service or supply not described as covered in the Covered Expenses section of the plan.
2. Any medical service or device that is not medically necessary.
3. Treatment of an illness or injury which is due to war or care for military service disabilities treatable through governmental services.
4. Any services and supplies for or in connection with experimental, investigational or unproven services.
5. Dental treatment of the teeth, gums or structures directly supporting the teeth, however, charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within 6 months of the accident.
6. Medical and surgical services, initial and repeat, intended for the treatment or control of obesity, including clinically severe (morbid) obesity, including: medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision.
7. Unless otherwise covered as a basic benefit, reports, evaluations, physical examinations, or hospitalization not required for health reasons, including but not limited to employment, insurance or government licenses, and court ordered, forensic, or custodial evaluations.
8. Court ordered treatment or hospitalizations.
9. 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 collection, washing, preparation or storage of sperm for artificial insemination (including donor fees). Cryopreservation of donor sperm and eggs are also excluded from coverage.
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BSM24133

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This chart represents the level of coverage for services performed by dentists who participate in the Delta Dental Premier network. Employees and their eligible dependents are free to visit *any* dentist, participating or nonparticipating. Visit our Web site at www.nedelta.com for an updated list of participating dentists. Your Northeast Delta Dental program includes all of the following coverage categories. This chart is provided for summary purposes only; certain benefit limitations may apply. Please refer to your benefit booklet for complete benefit information. In the event of a conflict or discrepancy between the chart and either the group contract or the benefit booklet, the contract or benefit booklet will prevail.

City of Keene

Group Number: 420

Diagnostic/Preventive Coverage A	Basic Coverage B	Major Coverage C	Orthodontics Coverage D
Deductible: There is no deductible applied to your program			
Covered at *100 %	Covered at *80 %	Covered at * 50%	Covered at * 50%
Diagnostic: Evaluations - once in a 6-month period X-rays (Complete series or panoramic film) once in a 3-year period Bitewing x-rays once in a 12-month period X-rays of individual teeth as necessary Oral cancer screening, brush biopsy once in a 12 month period Preventive: Cleanings once in a 6-month period Fluoride once in a 12-month period to age 19 Space maintainers to age 16 Sealant application to permanent molars, once in a lifetime per tooth for children to age 15	Restorative: Amalgam (silver) fillings Composite (white) fillings (anterior teeth only) Oral Surgery: Surgical and routine extractions Endodontics: Root canal therapy Periodontics: Periodontal maintenance (cleaning) Only one cleaning is covered in a 6-month period; this can be routine (Coverage A) or Periodontal (Coverage B), but not both. Clinical crown lengthening once per site per lifetime Treatment of gum disease Denture Repair: Repair of a removable denture to its original condition Emergency Palliative Treatment	Prosthodontics: Removable and fixed partial dentures (bridge); complete dentures Rebase and reline (dentures) Crowns Onlays Implants	Orthodontics: Correction of crooked teeth for children to age 19
Calendar Year Maximum: \$1,000 per person (Coverages A, B and C combined)			Orthodontic Lifetime Maximum: \$ 1,000Per Person

*Benefit percentages shown are based upon the actual charge submitted to a maximum of the participating dentist's approved fees, or Delta Dental's allowance for nonparticipating dentists.

1/09

Delta Dental Premier Dentist Network

You'll get the best value from your program when you receive your dental care from a Delta Dental Premier participating dentist:

▲ **No balance billing:** Because participating dentists accept Delta Dental's approved amount for service, you will normally pay less when you visit a participating dentist.

▲ **No claim forms:** Participating dentists will prepare and submit claim forms for you.

▲ **Direct payment:** Northeast Delta Dental pays the dentist directly, so you don't have to pay the covered amount up-front and wait for a reimbursement check.

To find out if your dentist is part of the Delta Dental Premier network, call your dentist or visit our web site at www.nedelta.com. Click on Locate a Dentist, then Local or National Dentist Directory. You can also call our Customer Service Department at 1-800-832-5700 or 603-223-1234.

Claim Submission Process for Participating Dentists

▲ Present your ID card to the dentist at the time of your visit.

▲ The dentist will submit your claim to Northeast Delta Dental.

▲ Northeast Delta Dental will send you a NOB (Notification of Benefits) detailing what has been processed under your programs coverage. You are responsible to pay any remaining balance directly to the dentist.

Claim Submission Process for Nonparticipating Dentists

Delta Dental provides coverage regardless of the patients' choice of dentists, participating or not. When visiting a nonparticipating dentist within the Northeast Delta Dental operating area of Maine, New Hampshire and Vermont, payment for services rendered will be based on the lesser of the dentist's actual submitted charge or the Plan's allowance for nonparticipating dentists. The patient may be required to submit the claim directly and pay for the services at the time they are provided. The Notification of Benefits and the claim payment will go to the subscriber; the patient will be responsible for any remaining balance. (In Maine, the claim payment will go to the subscriber unless a valid assignment of benefits has been received).

When visiting a nonparticipating dentist outside the Northeast Delta Dental operating area, payment for services rendered will be based on the lesser of the dentist's actual submitted charge or an amount equal to a selected percentile of a nationally-recognized database for the area in which the services were provided. The patient may be required to submit the claim directly and pay for the services at the time they are provided; the patient will be responsible for any remaining balance. The Notification of Benefits will go to the subscriber. The claim payment will go to the dentist unless the claim is marked "paid," otherwise it will be sent to the subscriber.

Predetermination of Benefits

Northeast Delta Dental strongly encourages predetermination of cases involving costly or extensive treatment plans. Although it's not required, predetermination helps avoid any potential confusion regarding Delta Dental's payment and your financial obligation to the dentist.

Coordination of Benefits

When a covered individual under this program has additional group dental coverage, the COB (Coordination of Benefits) provision described in your Dental Plan Description booklet will determine the sequence and extent of payment. If you have any questions, please contact our Customer Service department at 1-800-832-5700 or 603-223-1234.

Identification Card

Two identification cards from Delta Dental will be produced and distributed shortly after your enrollment. Both cards are issued in the subscriber's name, but can be used by every one covered under the program.

Dental Plan Description Booklet

You will receive a Dental Plan Description booklet shortly after your enrollment. This booklet describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental program.

Who is Eligible

All eligible employees and their dependents, defined as:
Spouse or Civil Union partner
Unmarried, dependent children to age 19;
Unmarried, full-time dependent students to age 25, and,
Incappeditated dependent children, regardless of age.

If enrolling one eligible dependent, all eligible dependents must be enrolled unless they are covered elsewhere.

Guarantee Of Service ExcellenceSM Program

Northeast Delta Dental is committed to providing extraordinary service to all of its customers. We believe that when our people are inspired to pursue excellence in order to achieve a higher level of customer satisfaction, all of those who share in Northeast Delta Dental will benefit. To emphasize our commitment, we guarantee seven major areas of service to our clients and reinforce them by our comprehensive group refund policy.

Claims Inquiry

If you have further questions, please contact Northeast Delta Dental's Customer Service department at 1-800-832-5700 or 603-223-1234. This information should be used only as a guideline for your dental benefits program. For detailed information on your group's terms, conditions, limitations, exclusions and guarantees, please refer to your Dental Plan Description booklet or consult your employer.



Northeast Delta Dental
One Delta Drive
P.O. Box 2002
Concord, NH 03302-2002
www.nedelta.com

APPENDIX D
DISABILITY PLAN

Long-term Disability Insurance Plan

60% of gross monthly earnings, with maximum monthly benefit of \$4,000.00.
Benefit to age 65.

2-year own occupation provision.

90-day elimination waiting period.

Residual benefit.

Direct with family integration.

3-month survivor benefit.

24-month psychiatric benefit.

GROUP TERM LIFE AND AD&D INSURANCE SUMMARY OF COVERAGE



City of Keene
GLUG-391K
Effective: January 1, 2008
All eligible employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts Subject to any reductions, Guarantee Issue means the amount of insurance applied for which does not require Evidence of Good Health.
Life Insurance Benefit for You	An Amount of Life Insurance equal to Your Annual Salary, up to \$100,000. In no event will the Amount of Life Insurance be less than \$10,000. Any Amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher multiple of \$1,000. Annual Salary means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder. It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder. Note: In the event of death, the benefit paid will equal the benefit amount after any age reductions less any living benefits previously paid under the Policy.
Reductions	Your Life Insurance Benefits will reduce to: <ul style="list-style-type: none">• 50% at age 70

	<p>If You are age 70 or older on the day You become insured under the Policy, the reduction will be made in accord with Your attained age.</p> <p>Life Insurance Benefits end on the date of Your retirement.</p>
Accidental Death and Dismemberment Benefit for You	<p>A Principal Sum equal to the amount of Your Life Insurance Benefit.</p> <p>If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.</p>
EMPLOYEE ELIGIBILITY	
Minimum Work Hours Required	37.5 or more hours each week
Eligibility Waiting Period	<p>Present: None</p> <p>Future: 30 days</p>
When Employee Insurance Begins	<p>When the Policyholder pays 100% of the cost of the Employee's insurance under the Policy, the Employee will become insured on the later of the first day of the month which coincides with or follows the day:</p> <ul style="list-style-type: none"> • the Employee satisfies the Eligibility Waiting Period; or • We approve Evidence of Good Health, if required; <p>provided the Employee is Actively Employed on that date.</p> <p>When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder.</p> <p>The Employee will become insured on the first day of the month which coincides with or follows the later of the day:</p> <ul style="list-style-type: none"> • the Employee becomes eligible; or • the Employee's enrollment form, acceptable to Us, is properly completed and signed; <p>and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date.</p>
Changes in the Amount of Your Insurance	<p>Decrease in the Amount of Your Insurance</p> <p>Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.</p> <p>The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of the Certificate. Any reductions due to age as shown in the Schedule in the Certificate will apply.</p> <p>Increase in the Amount of Your Insurance</p> <p>You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request.</p> <p>Any increase in the amount of Your insurance will take effect on the later of the day:</p> <ul style="list-style-type: none"> • of the change; or • the first day of the month which coincides with or follows the day We approve Your Evidence of Good Health, if required by Us.
Exceptions to Changes in the Amount of Your Insurance	<p>Salary Increase of 20% or More</p> <p>In the event of a salary increase of 20% or more, We will require Evidence of Good Health to increase the amount of insurance.</p>

When Employee Insurance Ends	<p>Insurance will end the last day of the month in which:</p> <ul style="list-style-type: none"> • the Policy terminates; • You are no longer Actively Employed; • You do not satisfy any other eligibility conditions described in the Certificate; • any applicable premium contribution is due and unpaid; or • You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).
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FEATURES

Continuity of Coverage	Refer to the Continuity of Coverage section of the Employee Eligibility provision in <u>Your Certificate</u> .
Living Benefits Option For You	50% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition, but not to exceed \$ 100,000. Terminal Condition means an Injury or Sickness expected to result in Your death within 12 months and from which there is no reasonable prospect of recovery as determined by Us.
Layoff or Leave of Absence	<p>You may be able to continue Life and Accidental Death and Dismemberment insurance until the last day of the month You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.</p> <p>If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of the Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.</p>
Waiver of Premium Benefit	You may be able to continue Life insurance until Your Social Security Normal Retirement Age without payment of premium if You become Totally Disabled while insured under the Policy prior to age 60.
Conversion	If any of Your Life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to conditions described in Your Certificate.

AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if an employee is injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

Loss	Benefit
<ul style="list-style-type: none"> • Life • Both Hands • Both Feet • Entire Sight of Both Eyes • One Hand and One Foot • One Hand and Entire Sight of One Eye • One Foot and Entire Sight of One Eye • Speech and Hearing (both ears) 	Principal Sum

<ul style="list-style-type: none"> • Entire Sight of One Eye • Speech or Hearing (both ears) • One Hand or One Foot 	One-half Principal Sum
<ul style="list-style-type: none"> • Loss of Thumb and Index Finger of Same Hand 	One-fourth Principal Sum
Airbag Benefit	10% of the Principal Sum, up to \$50,000.
Child Education Benefits	5% of the Principal Sum, up to \$5,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
 - an intentionally self-inflicted Injury or Sickness; or
 - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
 - racing;
 - endurance tests; or
 - acrobatic or stunt flying; caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: January 11, 2008

GROUP LONG-TERM DISABILITY INSURANCE SUMMARY OF COVERAGE



City of Keene
GLTD-391K
Effective: January 1, 2008
All eligible public safety employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Elimination Period	<p>The Elimination Period is 90 calendar days.</p> <p>For accumulating days of Disability to satisfy the Elimination Period, the following will apply:</p> <ul style="list-style-type: none">• a period of Disability will be treated as continuous during the Elimination Period unless Disability stops for more than 90 accumulated days during the Elimination Period; and• days You are not Disabled will not be used to satisfy the Elimination Period.
Monthly Benefit	<p>If You are Disabled and earning less than 20% of Your Basic Monthly Earnings, the Monthly Benefit while Disabled is the lesser of:</p> <ul style="list-style-type: none">• 60% of Your Basic Monthly Earnings, less Other Income Benefits; or• the Maximum Monthly Benefit. The Maximum Monthly Benefit is \$4,000, less any Other Income Benefits.

	<p>You may work for wage or profit while Disabled. As a work incentive, You will receive the Monthly Benefit, unless the sum of:</p> <ul style="list-style-type: none"> • the Gross Monthly Benefit while You are Disabled; plus • Current Earnings; <p>exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit will be reduced by that excess amount.</p>	
Minimum Monthly Benefit	Your Monthly Benefit will never be less than \$50.	
Maximum Benefit Period	<p>If You are Disabled because of an Injury or Sickness, We will pay benefits as follows. However, benefits for Disabilities resulting from a Mental Disorder or Alcohol or Drug Abuse and/or Substance Abuse will be paid in accordance with any Mental Disorder Limitation or Alcohol and Drug Abuse and/or Substance Abuse Limitation.</p>	
	Age at Disability	Maximum Benefit Period
	61 or less	to age 65 or to Your Social Security Normal Retirement Age, or 3 years and 6 months, whichever is longer
	62	to Your Social Security Normal Retirement Age or 3 years and 6 months, whichever is longer
	63	to Your Social Security Normal Retirement Age or 3 years, whichever is longer
	64	to Your Social Security Normal Retirement Age or 2 years and 6 months, whichever is longer
	65	2 years
	66	1 year and 9 months
	67	1 year and 6 months
	68	1 year and 3 months
	69 or older	1 year
EMPLOYEE ELIGIBILITY		
Minimum Work Hours Required	37.5 hours per week	
Eligibility Waiting Period	<p>Present: None</p> <p>Future: 30 days</p>	
Confinement Rule	<p>If an eligible Employee is confined due to an Injury or Sickness:</p> <ul style="list-style-type: none"> • in a Hospital as an inpatient; • in any institution or facility other than a Hospital; or • at home and under the supervision of a Physician; <p>insurance will begin on the day the Employee returns to Active Employment.</p> <p>If an eligible Employee is Actively Employed and is not:</p> <ul style="list-style-type: none"> • confined; and • available for work because of an Injury or Sickness; <p>insurance will begin on the day the Employee returns to Active Employment.</p>	
When Insurance Begins	<p>An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day.</p>	

When Your Classification or the Amount of Insurance Changes	<p>Any change in Your classification, coverage or amount of Your insurance will take effect on the day of the change, provided You are Actively Working on that day. If You are not Actively Working on the day of the change, the following conditions will apply:</p> <ul style="list-style-type: none"> • If the change involves an increase in the amount of insurance, the change will not take effect until the day You return to Active Work. • If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change. <p><u>In no event will any change take effect during a period of Disability.</u></p>
When Your Insurance Ends	<p>Your insurance will end at midnight at the main office of the Policyholder on the earliest of:</p> <ul style="list-style-type: none"> • the day the Policy ends; • the day any premium contribution for Your insurance is due and unpaid; • the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or • the day You are no longer eligible. <p>You will no longer be eligible when the earliest of the following occurs:</p> <ul style="list-style-type: none"> • You are not in an eligible classification described in the Schedule; • Your employment with the Policyholder ends; • You are not Actively Employed; or • <u>You do not satisfy any other eligibility condition described in the Policy.</u>
DEFINITIONS	
Definition of Disability	<p>Disability and Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You are:</p> <ul style="list-style-type: none"> • prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and • unable to generate Current Earnings which exceed 99% of Your Basic Monthly Earnings due to that same Injury or Sickness. <p>After a Monthly Benefit has been paid for 2 years, Disability and Disabled mean You are unable to perform all of the Material Duties of any Gainful Occupation.</p> <p>After a Monthly Benefit has been paid for 2 years, Disability and Disabled mean that:</p> <ul style="list-style-type: none"> • Either: <ul style="list-style-type: none"> • You are unable to safely and completely perform two or more Activities of Daily Living; or • You are Cognitively Impaired and need Direct Assistance for Your protection or for the protection of others; and • You are unable to generate Current Earnings which exceed 99% of Your Basic Monthly Earnings due to that same Injury or Sickness. <p>When disability is based upon inability to perform Activities of Daily Living, to remain eligible for continued benefits, You must continue to incur expense for a Medically Necessary service or supply that assists You in performing Your Activities of Daily Living by a provider of such services or supplies.</p> <p>Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.</p>

Definition of Monthly Earnings	<p>Basic Monthly Earnings means Your gross income received from the Policyholder and verified by premium We have received for the month immediately prior to the month in which Your Disability began.</p> <p>It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.</p>
FEATURES	
Continuation of Insurance During Disability	If You become Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, provided the premium is <u>paid during the Elimination Period</u> .
Vocational Rehabilitation	<p>If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:</p> <ul style="list-style-type: none"> • job modification; • job placement; • retraining; and • other activities reasonably necessary to help You return to work.
Survivor Benefit	<p>We will pay a survivor benefit to Your Eligible Survivor when We receive proof that You died:</p> <ul style="list-style-type: none"> • after being Disabled; and • while receiving, or eligible to receive, a Monthly Benefit under the Policy. <p>The survivor benefit will be an amount equal to 3 times Your Monthly Benefit <u>payable for the month immediately prior to Your death</u>.</p>
LIMITATIONS AND EXCLUSIONS	
Mental Disorder Limitation	If You are Disabled because of a Mental Disorder, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.
Alcohol and Drug Abuse and/or Substance Abuse Limitation	If You are Disabled because of Alcohol or Drug Abuse and/or Substance Abuse, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.
General Exclusions	<p>We will not pay benefits for any Disability which is caused by, contributed to by, or resulting from:</p> <ul style="list-style-type: none"> • declared or undeclared war or any act of war or armed aggression; • Your participation in a riot, insurrection or rebellion; • Your commission of a felony for which You have been charged under state or federal law; • an intentionally self-inflicted Injury or Sickness, whether You are sane or insane; • attempted suicide, whether You are sane or insane; • Alcohol and Drug Addiction, except as specifically provided in the Schedule; or • voluntary Alcohol and Drug Abuse and/or Substance Abuse, except as specifically provided in the Schedule; or • Mental Disorders, except as specifically provided in the Schedule.

	<p>We also will not pay benefits for any Disability:</p> <ul style="list-style-type: none"> • with respect to Alcohol and Drug Abuse and/or Substance Abuse, while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or if none, by Us; • while You are incarcerated or imprisoned for any period exceeding 60 days; or • that is solely a result of a loss of a professional license, occupational license or certification.
Pre-Existing Conditions	<p>We will not provide benefits for Disability:</p> <ul style="list-style-type: none"> • caused by, contributed to by, or resulting from a Pre-existing Condition; and • during the first 9 months after You are continuously insured under the Policy. <p>A Pre-existing Condition means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services including diagnostic measures, or had drugs or medicines prescribed or taken in the 3 months prior to the day You become insured under the Policy.</p>

Publication Date: January 10, 2008