MASTER AGREEMENT

BETWEEN

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

AND

THE CITY OF KEENE

JULY 1, 2019 – JUNE 30, 2022

TABLE OF CONTENTS

		PAGE
Preamble		3
Article 1 –	Unit Description	3
Article 2 –	Management Rights	3
Article 3 –	Employee Rights	4
Article 4 –	Union Rights and Responsibilities	4
Article 5 –	Stability of Agreement	5
Article 6 –	Uninterrupted Service	6
Article 7 –	Deduction of Dues	6
Article 8 –	Hours of Work, Overtime, Call-back, Working Conditions	7
Article 9 –	Uniforms, Safety Equipment and Special Clothing	9
Article 10 –	Compensation	9
Article 10-a	NH Retirement System Penalty Assessment	10
Article 11 –	Insurance	10
Article 12 –	Holidays	12
Article 13 –	Vacation	13
Article 14 –	Sick and Personal Leave	14
Article 15 –	Bereavement Leave	16
Article 16 –	Paid and Professional Leave	16
Article 17 –	Unpaid Leave	16
Article 18 –	Civic Duty leave	16
Article 19 –	Military Leave	16
Article 19-a	Crime Victim Leave	17
Article 20 –	Seniority/Layoff and Recall	18
Article 21 –	Education	18
Article 22 –	Grievance Procedure	19
Article 23 –	Labor Management Consultation	21
Article 24 –	Notice	21
Article 25 –	Duration	22
APPENDIX A-	Wages Effective 7/1/19	23
APPENDIX B-	Health Insurance Plan	26
APPENDIX C-	Dental Plan	30
APPENDIX D-	Disability Plan	31

PREAMBLE

For purposes of this Agreement, the City of Keene, New Hampshire, is hereinafter referred to as the "City", and the City of Keene, New Hampshire City Council is hereinafter referred to as the "Council", and Keene City Employees, AFT Local Number 6288, AFT-NH, AFL-CIO is hereinafter referred to as the "Union".

This Agreement has at its purpose the promotion, achievement and maintenance of harmonious relations between the City and the Union and to provide for the equitable and peaceful adjustment of differences that may arise; and the setting forth of the terms of employment as provided by the New Hampshire Revised Statutes Annotated, Chapter 273-A.

ARTICLE 1
Unit Description

SECTION 1: The unit shall consist of all regular full time and part-time Keene City Employees as certified by the NH Public Employee Labor Relations Board in the following job classifications: Account Clerk I, Account Clerk II, Traffic Safety Specialist/Animal Control Officer, Airport Maintenance Technician, Airport Operations and Maintenance Foreman, Assessing Technician, Automation Specialist, Building Mechanic, Caseworker, Code Enforcement Officer, Commercial Building Inspector, Custodian, Deputy Revenue Collector, Police Dispatcher, Help Desk Technician, Housing Inspector, Industrial Pretreatment Coordinator, Lab Technician, Lab Technician II, Maintenance Aide I, Maintenance Aide II, Maintenance Technician II, Motor Equipment Operator I, Mechanic I, Motor Equipment Operator II, Parking Services Officer, Permit Technician, Plans Examiner, Sanitarian, Administrative Assistant, Administrative Assistant I, Administrative Specialist-Bureau of Criminal Investigations, Administrative/Accreditation Specialist, Police Records/Property Specialist, Police Records Specialist, and Fleet Services Administrative Coordinator. Excluded are the administrative positions in the Human Resources, Legal, City Manager, and Finance Departments.

SECTION 2: A probationary period of six months for full-time and twelve months for part-time, during which an employee may be terminated without notice for any reason. Termination of a probationary employee shall not be subject to the grievance procedure or a complaint to the PELRB.

SECTION 3: The parties recognize that for bargaining unit positions new job titles may be developed or current job titles may need to be modified to reflect city growth and development. Prior to new titles being issued, posted or bargaining unit status changed for current positions, the parties will meet to determine representation status of these positions. When changes are mutually agreed upon between the Union and City the parties will jointly file the necessary modification requests with the NH PELRB.

ARTICLE 2
Management Rights

SECTION 1: The City Council and/or its designee will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing or which hereafter exist, including, but not limited to, the following: the right to determine the standards of service to be offered by the City of Keene and its employees; the right to determine the standards of selection for employment; the right to direct its employees; including, but not limited to, the establishment of work and shift schedules and assignments and rotation; take disciplinary action for just cause; relieve its employees from duty because of lack of

work or funds or for other legitimate reasons; issue and enforce reasonable rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. It is understood and agreed that the City retains all rights, responsibilities and prerogatives not specifically modified by this Agreement.

ARTICLE 3
Employee Rights

SECTION 1: The City agrees that it will not interfere with the right of an employee to become a member of the union and agrees that there shall be no discrimination, restraint, coercion, or other interference against any employee because of membership in the Union.

SECTION 2: The Union agrees that it will not interfere with the rights of an employee not to become a member of the Union.

SECTION 3: An employee shall have the right upon request, to review the contents of his/her personnel file. Other examination of an employee's files shall be limited to persons authorized by the Department Head or City Manager. The employee shall have the right to make written response or notation to any material in his/her personnel file, and may at any time request a copy of said file, in accordance with NH RSA 275:56.

SECTION 4: The parties agree that members of the bargaining unit shall have such rights as are set forth in New Hampshire R.S.A. Chapter 273-A as same now exist or as said Chapter may be amended in any way in the future.

SECTION 5: E-mail shall not be used to issue notices of termination, suspension or letters of reprimand.

ARTICLE 4
Union Rights and Responsibilities

SECTION 1: The City recognizes the Union as the sole and exclusive bargaining agent for the employee classifications listed in Article 1 for the purposes of establishing wages, hours of work, and other conditions of employment that can be agreed to by the City and the Union for the benefit of the Employees comprising the Collective Bargaining Unit recognized herein.

SECTION 2: The City agrees to provide space on existing bulletin boards in convenient places in each work area, to be used by the Union. The Union shall limit its posting of notices and bulletins to each bulletin board. Posted materials and notices shall pertain only to union business. The Union agrees to maintain such bulletin boards in a neat and orderly condition.

SECTION 3: Officers or officials of the Union shall have the right to reasonable use of the City's in-house mail and e-mail service for correspondence related to Union business.

SECTION 4: The Union shall have access to all information which the City is required by law to make available to the public or such other information that is necessary to represent employees pursuant to this Agreement.

SECTION 5 : A reasonable number of employees who act as representatives of the bargaining unit shall be given a reasonable opportunity to meet with the City during working hours without loss of compensation or benefits for negotiating sessions with the City or grievance hearings provided that this does not interfere with normal City operations. Negotiating sessions and grievance hearings shall be scheduled by mutual agreement and neither party shall insist that all such meetings occur during either working or non-working time. No off-duty employee shall be compensated for attending negotiating sessions or grievance hearings.

SECTION 6: The bargaining unit shall on an annual basis be granted an aggregate of sixteen (16) hours of paid Union leave for the purpose of attending Union meetings, seminars or conferences. The President shall be responsible for the assignment of those hours and shall request Union leave in writing from the appropriate Department Head two (2) weeks prior to any such leave. Union leave shall not be taken when it would interfere with City operations.

SECTION 7: The KCE President or designee will provide to Human Resources a packet of information including the dues authorization form which Human Resources will provide to all new hires. The City will then notify the Union President of new hires. Postings for positions included in the bargaining unit shall also be provided to the KCE President.

SECTION 8:
The Union shall be permitted to hold one union meeting per year in which employees scheduled to work, with supervisor approval which shall not be unreasonably withheld unless related to unforeseen circumstances, may be released to attend with no loss of pay. The meeting shall last no longer than one (1) hour. The Union shall notify the City at least fifteen (15) days in advance of said meeting.

ARTICLE 5
Stability of Agreement

SECTION 1: It is acknowledged that during the negotiations, which have resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties. This Agreement may be amended only by mutual consent of both parties.

SECTION 2: If any provision of this agreement, or any application of this agreement to any employee or groups of employees, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SECTION 3: Waiver by either Party of the other's non-performance or violations of any term or condition of this Agreement shall not constitute a waiver of any other non-performance or violation of any other term or condition of this Agreement, or of the same non-performance or violation in the future.

ARTICLE 6
Uninterrupted Service

SECTION 1: No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out or slowdown or any job action or activity such as picketing which interferes with the normal operation of the City or the withholding of services to the City of Keene.

SECTION 2: The Union agrees that neither it, nor any of its officers or agents, national or local, will call, institute, authorize, participate in, sanction or ratify any activity referred to in Section 1 above.

SECTION 3: In the event of a work stoppage, or any other curtailment identified in Section 1 by the Union or the employees covered hereunder, the Union by its officers and agents, shall immediately declare such work stoppage, or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and return to work. Copies of such written notices shall be immediately furnished to the City. The Union shall do everything in its power to obtain the return to work from said employees.

ARTICLE 7
Deduction of Dues

SECTION 1: The Employer agrees to deduct union membership dues in such weekly amounts as certified by the Union to the City for any member who has voluntarily executed and submitted a written and signed authorization form provided by the Union to the City Finance Director.

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

SECTION 3: Any employee wishing to terminate membership from the Union shall be permitted to do so by notifying the City Finance Department in writing and the City shall notify the Union Treasurer of the receipt of said notice.

SECTION 4: Should there be a dispute between an employee and the Union over the matter of dues deductions, the Union agrees to defend and hold the City harmless in any such disputes.

SECTION 5: If any employee has no check coming to him/her or if his/her check is not large enough to satisfy the dues, then no deduction will be made from that employee. In no case will the City attempt to collect fines or assessments for the Union beyond the regular dues.

SECTION 6: In addition to deduction of union dues, the City shall make an additional payroll deduction account available to the Union to allow for deductions from employees pay checks for Union-sponsored programs for which the employee has provided written approval. Remittance of moneys deducted for such programs shall be made according to Section 2 of this Article.

ARTICLE 8
Hours of Work, Overtime, Call-Back, Working Conditions

SECTION 1: The normal work-schedule for full-time employees shall consist of forty (40) hours per week in a seven day period or eight (8) hours per day for the following positions: Building Mechanic, Custodian, Maintenance Aide I, Maintenance Aide II, Maintenance Technician II, Motor Equipment Operator I, Motor Equipment Operator II, Mechanic I, Airport Maintenance Technician, and Airport Operations and Maintenance Foreman. Overtime for these employees shall be compensated at the rate of time and one half the employee's regular rate of pay in excess of eight (8) hours per day.

SECTION 2: The normal work-schedule for full-time employees shall consist of forty (40) hours per week in a seven day period for the following positions: Police Dispatcher, Industrial Pretreatment Coordinator, Lab Technician, Lab Technician II, Traffic Safety Specialist/Animal Control Officer, Parking Services Officer, and Fleet Services Administrative Coordinator.

SECTION 3: The normal work schedule for full-time employees shall consist of thirty seven and a half (37.5) hours per week for the following positions: Account Clerk I, Account Clerk II, Administrative Assistant, Administrative Assistant I, Administrative/Accreditation Specialist, Administrative Specialist-Bureau of Criminal Investigations, Police Records/Property Specialist, Assessing Technician, Automation Specialist, Caseworker, Code Enforcement Officer, Commercial Building Inspector, Deputy Revenue Collector, Housing Inspector, Permit Technician, Plans Examiner, and Sanitarian. Overtime for these employees shall be compensated at the rate of time and one half the employee's regular rate of pay for hours in excess of forty (40) per week. The Help Desk Technician is an FLSA-exempt position.

SECTION 4: Overtime may be granted with the approval of the department head or designee and will be paid at time and one-half or compensatory time at time and one-half. The employee has the discretion to determine if they choose to receive compensatory time as payment for the overtime worked. Employees shall not be ordered to adjust their normal work schedule within a pay period as an offset for overtime worked.

Upon separation from service unused compensatory time will be paid to the employee. In the event of the death of an employee, his/her unused compensatory time will be paid to the spouse or estate of the employee. Compensatory time earned shall accrue to a maximum of forty (40) hours. Compensatory time may be carried from year to year and may be used by the employee with approval by the supervisor which shall not be unreasonably withheld. Except for allowed accrual, compensatory time must be taken within thirty (30) calendar days of its being earned or it will be paid to the employee.

SECTION 5: The City will provide a two (2)-week notice prior to a change to the employee's regular schedule. Transitional provision: Nothing in this contract shall be construed to require a change in the schedule of any employee nor to preclude temporary minor schedule changes with the mutual agreement of the employee and the supervisor.

SECTION 6: Bargaining unit members holding the positions of Airport Operations and Maintenance Foreman, Airport Maintenance Technician, Traffic Safety Specialist/Animal Control Officer, Police Dispatcher, Building Mechanic, Custodian, Industrial Pre-Treatment Coordinator, Lab Technician, Lab Technician II, Maintenance Aide I, Maintenance Aide II, Maintenance Technician II, Motor Equipment Operator I, Mechanic I, Fleet Services Administrative Coordinator, or Motor Equipment

Operator II who have left his/her place of employment and who is recalled by the City for work and reports to the workplace prior to the next normal shift or work day will be paid for a minimum of three hours at time and one-half or for actual time worked at time and one-half, whichever is greater; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three hours minimum work guarantee may be called back for additional emergency or overtime without an additional three (3) hour minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three hours of pay at time and one-half for the inconvenience of being called back to the work site between the normal shift or work days, but not to be separately paid for several call backs within the three-hour minimum guarantee.

Any employee (as identified in the preceding paragraph) who is called in one hour or less prior to the start of his/her normal shift or work day shall receive such time at the overtime rate, but is excluded from the three-hour minimum guarantee outlined above.

Section 7: Remote Access. If an employee is called back by the City for work and remotely accesses any of the City's computer management systems to assess and/or take corrective actions, the employee will be paid for a minimum of two (2) hours at time and one-half or for actual time worked at time and one-half, whichever is greater. Corrective action is considered to be an act or actions that address the alarm or issue. Simply silencing an alarm, call or timing out an alarm or action for a period so that it reinitiates a call back will not be considered another remote access call back for the purpose of this section. The intent of this section is to assure an employee of at least two (2) hours of pay at time and one-half for the inconvenience of being required to respond to a situation within the City.

Any employee (as identified in the preceding paragraph) who is called in one hour or less prior to the start of his/her normal shift shall receive such time at the overtime rate, but is excluded from the two-hour minimum guarantee outlined above.

SECTION 8: (a) Regular full-time, employees who are regularly scheduled for day work, but who are rescheduled during their regular workweek for nonemergency night work, such as snow pickup work in the public works department, in that same week shall be paid a twenty-percent (20%) wage premium on their hourly base rate for such scheduled hours worked between the hours of 12:00 a.m. and 6:00 a.m. This policy shall have limited applications and shall apply only in situations such as the example cited in this subsection.

(b) The final decision as to the applicability or inapplicability of this policy to any particular instance shall be made by the Public Works Director. In no event shall this premium apply to unscheduled emergency work or in situations where an employee's regular workweek is night work.

SECTION 9: Stand-By Pay Except as otherwise provided herein, any employee who is placed on "stand-by" shall be required to be available within the range of the pager/communication device provided to the stand-by employee by the City. The employee must be in immediate communication with the Department and must be at work, weather permitting, within thirty (30) minutes of receiving a page or call to work. Employees who are placed on stand-by shall receive thirty dollars ($30.00) per day that they are on stand-by. The above to the contrary notwithstanding, no employee under any circumstances shall be entitled to receive any standby pay when placed on phone standby-by for pending snowstorm duty.

SECTION 10: Temporary Service Out of Classification When an employee, other than for training purposes, is designated in writing to temporarily fill a vacancy in a job assignment higher than his/her own job classification for a period of more than five (5) consecutive working days or more than 10 working days in a ninety (90) day period, that employee will be temporarily compensated at the pay grade of the acting position.

SECTION 11: Unless, in the opinion of the Chief, there is a bonafide emergency, Dispatchers shall not be ordered to extend their shift for more than four (4) hours. If a dispatcher is ordered to extend their shift to work an additional four (4) hours, the employee shall be provided with a fifteen (15) minute break, calls for service allowing.

ARTICLE 9
Uniforms, Safety Equipment and Special Clothing

SECTION 1: If special clothing, safety equipment, or uniforms are currently required for the conduct of an employee's job the City shall continue to provide them consistent with current practice and shall continue to provide for the cleaning of the same consistent with current practice. The wastewater treatment employees shall continue to be provided with pants, lab coats, shirts and other protective clothing and gear, and the City shall continue to provide cleaning for the same.

SECTION 2: Employees who are required to wear safety shoes or boots while on duty shall be reimbursed for the cost of such footwear, upon submission of a receipt, in an amount not to exceed two-hundred and fifty dollars ($250) per contract year.

SECTION 3: For employees who are required to have certain professional affiliations or licenses to perform their job including but not limited to CDL license, haz-mat endorsements, pesticide certification, notary public, or justice of the peace, the costs for such licenses, certification, or fees shall be borne by the City consistent with current practice.

ARTICLE 10
Compensation

SECTION 1: The current wage schedules (Appendix A) for all employees in the respective classifications shall be adjusted as follows:

July 1, 2019	2.5%	COLA (retroactive to 7/1/19)
July 1, 2020	2.5%	COLA
July 1, 2021	2.0%	COLA

Retroactive paychecks will be issued within three (3) weeks of the execution of the contract by the City Manager. It is expressly agreed that the COLA and step increases are retroactive to July 1st, 2019.

SECTION 2: The normal eligibility requirement for consideration of advancement from one step to any next step in any of the classified pay plan contained in this agreement is completion of an additional year of service in each case and recommendation for advancement by the department head and approval by the City Manager. Annual step increases shall be paid, retroactively if required due

to delays in completion of the performance review process, to an employee receiving a satisfactory review following its approval by the City Manager. Step increases may be granted at other than salary review dates for exceptional service. Such a step increase must be approved by the City Manager.

Article 10-A
NH Retirement System Assessment Penalty

Notwithstanding any other provision in this agreement, any payment made to an employee otherwise due upon his/her retirement, shall be reduced by such amount as is necessary to prevent the City from being assessed by the New Hampshire Retirement System under RSA 100-A:16, III-a. The amount of reduction shall be paid to the employee outside the 120 day window which would trigger the penalty.

ARTICLE 11
Insurance

SECTION 1: The City shall provide to regular full-time employees a medical insurance plan or plans with benefits and a local provider network at least comparable to the plan or plans through Anthem as referenced in the attached Summary of Benefits as Appendix B ABSOS 20/401KED (07L) – "ABSOS Option I". The City shall retain the right to obtain this coverage from any carrier, network provider and /or third party administrator.

SECTION 2: Effective January 1, 2020, the City will pay an amount equal to ninety-five percent (95%) of the cost of ABSOS Option I (described in Appendix B) for regular full-time employees. Those regular full-time employees selecting any other option made available by the City will be responsible for the cost differential of that option and ninety-five percent (95%) of the ABSOS Option I plan, if any. In the event that ninety-five percent (95%) of the cost of the ABSOS Option I plan exceeds one hundred percent (100%) of the cost of any other option offered by the City, no monies will be owed to the Bargaining Unit member.

Effective July 1, 2020 the City will pay an amount equal to ninety-four percent (94%) of the cost of the ABSOS Option I (described in Appendix B) for regular full-time employees. Those regular full-time employees selecting any other option made available by the City will be responsible for the cost differential of that option and ninety-four percent (94%) of the ABSOS Option I plan, if any. In the event that ninety-four percent (94%) of the cost of the ABSOS Option I plan exceeds one hundred percent (100%) of the cost of any other option offered by the City, no monies will be owed to the Bargaining Unit member.

Effective January 1, 2022, the City will pay an amount equal to ninety-two percent (92%) of the cost of the ABSOS Option I plan (described in Appendix B) for regular full-time employees. Those regular full-time employees selecting any other option made available by the City will be responsible for the cost differential of that option and ninety-two percent (92%) of the ABSOS Option I plan, if any. In the event that ninety-two percent (92%) of the cost of the ABSOS Option I plan exceeds one hundred percent (100%) of the cost of any other option offered by the City, no monies will be owed to the Bargaining Unit member.

SECTION 3: If a regular full-time employee so chooses, he/she may elect, upon the receipt by the City of written verification the benefit is received by some other means, to receive taxable income in the amount of $1,500.00 in lieu of the City Health Insurance Benefit. If more than 15% of regular full-time

employees opt out of health insurance as of November 1 of each contract year, the opt out payment shall increase from $1,500 to $2,500. To qualify for such payment, the benefit must be such as will not subject the City to penalty or assessment and is compliant under the Affordable Care Act, Tricare or any other legislative requirements. This amount shall be distributed in a lump sum payment in December for the prior year (December 1-November 30), or a prorated amount shall be distributed to an employee if employment or insurance election changes at some point during that time period. If both spouses are employed by the City, this shall not apply.

SECTION 4: The City shall, for regular full-time employees, pay one hundred percent (100%) of the premium for either the family, two person or single person dental plan, which shall include sections A, B, C, and D, as shown in Appendix C. However, due to requirements of the federal Affordable Healthcare Act the employee's will be required to pay one ($1.00) per year towards the cost of the dental plan offered to all regular full time City employees.

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

SECTION 6: The City agrees to pay one hundred percent [100%] of the premium cost of a Basic Life Insurance and AD&D for regular full-time employees in an amount equal to one [1] time the employee's annual straight time wages, rounded to the nearest thousand dollars adjusted on July 1 of each year. Employees may purchase at their expense optional life insurance in denominations of up to three times their basic amount to a maximum of three hundred thousand [$300,000] total, basic and optional combined, subject to any eligibility or other rules, limitations or conditions prescribed by the insurer. The City reserves the right to change life insurance providers.

SECTION 7: The City shall provide as a Vision Benefit for regular full-time employees enrolled in the City's health insurance up to $200 every year for eyewear which may be provided through the insurance coverage or a wellness program.

SECTION 8: All bargaining unit members shall have the option of health insurance premium conversion (section 125), flexible spending accounts for unreimbursed medical expenses and dependent care, and payroll "direct deposit" in accordance with City policy.

SECTION 9: The City shall establish a Health Reimbursement Account (HRA) for the express purpose of covering the cost of deductibles for each employee in the following amounts for each plan:

ABSOS Option I Plan: Effective July 1, 2019, the City will reimburse annual Medical Plan Deductibles in excess of $500 for individuals; annual Medical Plan Deductibles in excess of $1,000 for 2-person coverage; and annual Medical Plan Deductibles in excess of $ 1,500 for family coverage for all members enrolled in this plan. The City shall also reimburse employees $20 of any $40 specialist copay and generic prescription copays up to $10 incurred by a covered individual.

ABSOS Option I Plan: Effective July 1, 2021 the City will reimburse annual Medical Plan Deductibles in excess of $500 for individuals; annual Medical Plan Deductibles in excess of $1,000 for 2-person coverage; and annual Medical Plan Deductibles in excess of $ 1,500 for family coverage for all members enrolled in this plan.

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

Section 10: If regulations implementing the Patient Protection and Affordable Care Act increase the employer contribution toward healthcare cost, the employer can re-open negotiations on the issue of health insurance only.

ARTICLE 12
Holidays

SECTION 1: The following days shall be considered holidays for pay purposes for all regular full-time employees.

New Year's Day	Columbus Day
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Should any of the above holidays fall on Saturday or Sunday, the Friday preceding or the Monday following shall be the legal holiday in accordance with the standards adopted by the State of New Hampshire and the City of Keene.

SECTION 2: Annually, full time dispatchers who work a schedule other than Monday through Friday shall be paid one day's pay for each of the holidays listed above occurring while employed, in addition to his/her regular pay. Said payment shall be made as part of the first November pay check or a prorated payment shall be made upon termination of employment. In the event an employee is, for any reason, terminated from employment after the first of November payday and before December 31st, the City shall have the right to withhold from such employee's final pay an amount equal to the number of holidays paid in November, but which occurred after his/her date of termination.

SECTION 3: Notwithstanding the provisions of Section 2 above, each employee who works on the holidays of New Year's Day (January 1st), Independence Day (July 4th), Easter, Thanksgiving Day (Fourth Thursday in November) and/or Christmas Day (December 25th) shall be paid at two (2) times his/her regular rate of pay for all hours worked on such holiday in addition to receiving holiday pay. Employees, other than dispatchers, who are required to work on any of the aforementioned holidays shall receive at least two (2) hour minimum pay at the rate of two (2) times their regular rate of pay. For all other holidays listed in Section 1 above, employees other than dispatchers, who are required to work on any of those days, shall receive at least two (2) hour minimum pay at the rate of one and one-half (1 1/2) times their regular rate of pay.

SECTION 4: Payment for the holidays listed in Section 1 of this section will be made only if an employee has worked the scheduled day prior to and the next scheduled workday after such holiday. However, payment for the holiday will be made if the employee has worked for the city at any time within the 14 calendar days prior to the holiday and who is absent either or both workdays due to verified legitimate circumstance for which city policy elsewhere provides paid leave.

ARTICLE 13
Vacation

SECTION 1: After six (6) months of continuous employment, a regular full-time employee, shall be entitled to initially receive and accrue monthly vacation leave on an hourly basis (hours per month) in accordance with the schedule below, and in accordance with the normal work schedule prescribed for their position by Article 8:

Vacation Leave Accrual	Normal Work Schedule 37.5 hr/week	40 hr/week
Lump sum after 6 months	52.5 hours	56 hours
After 1 year	6.25 hours/month	6.66667 hours/month
After 7 year Anniversary	9.375 hours/month	10 hours/month
After 15 year Anniversary	12.5 hours/month	13.3333 hours/month
Maximum Accrual	225 hours	240 hours

SECTION 2: If the employment of a person entitled to an annual vacation is terminated by dismissal, resignation or retirement, he/she shall be paid for any unused portion of his/her vacation time to which he/she is entitled. On the death of any employee entitled to vacation allowance, the allowance shall be paid to the estate of the person or persons to whom unpaid salary is payable.

SECTION 3: Vacation hours not taken in the calendar year in which they are earned shall accumulate from year to year, but not beyond the maximum accrual, based on the regular full time position's normal work schedule, provided by Section 1 above. Vacation hours earned in excess of the maximum accrual, but not taken, shall be lost. The City Manager may in his/her sole and absolute discretion allow vacation accumulation beyond the maximum number of hours, provided, however, that the granting or denial of any such additional accumulation will not be subject to the grievance or arbitration procedure set forth in Article 22.

SECTION 4: Part-Time Paid Leave

Regular part-time employees in positions with an authorized work week of 30 to 34 hours per week, after one year of continuous service, will be entitled to a prorated paid leave bank as follows:

0-12 months of continuous service: no paid leave

12-59 months of continuous service: equivalent to 2 average work weeks per year (for example, if average work week is 32 hours, will earn 32 x 2=64 hours).

60 or more months of continuous service: equivalent of 3 average work weeks per year (for example, if average work week is 32 hours, will earn 32 x 3=96 hours).

Regularly part-time employees in positions with an authorized work week of less than 30 hours per week will be entitled to pro-rated paid leave as follows:

0-24 months of continuous service: no paid leave

24 months or more of continuous service: equivalent of 1 average work week per year (for example if regularly scheduled average work week is 21 hours, will earn 21 hours for the upcoming year).

Regular part-time bargaining unit employees will be eligible for pro-rated leave allocation, based on

the following criteria:

1. The part-time employee must have a regular work schedule, i.e., contract, seasonal, or per diem employees are not eligible for paid leave.

2. The employee's position must be identified in the bargaining unit description in Article I, Section 1.

3. The employee must have completed the continuous service requirement related to the leave accrual schedule detailed above.

4. The part-time employee must receive a satisfactory performance evaluation.

The paid leave must be used in the twelve month period for which it has been allocated. It cannot be carried forward past the anniversary date; therefore, any unused paid leave will be forfeited if it is not used.

Leave schedules will be approved by the respective department head in accordance with department requirements. In no case will payment be made to the employee in lieu of taking paid leave, except upon employment termination, whereby the employee and/or employee's estate will receive payment for any unused portion of the leave balance.

Paid leave under this provision may be utilized by the employee for a paid absence from the workplace, which can include holidays, vacation, sick or bereavement leave.

ARTICLE 14
Sick and Personal Leave

SECTION 1: After completion of six months of continuous service, a regular full-time employee shall be eligible for sick leave pay. Sick leave shall be accrued at an hourly rate as provided by the schedule below in accordance with the normal work schedule established by Article 8 for their position:

	Normal Work Schedule	
Sick Leave Accrual	**37.5 hr/week**	**40 hr/week**
Lump Sum Credit After 6 months	45	48
Monthly accrual after 6 months	7.5 hours/month	8 hours/month

Sick leave may be accumulated to a total maximum amount of hours based on the following schedules:

Maximum Sick Leave Accrual	Normal Work Schedule	
Years of Service	37.5 hr/week	40 hr/week
up to 20 years	900	960
21	990	1056
22	1080	1152
23	1170	1248
24	1260	1344
25	1350	1440

SECTION 2: Personal Leave: Regular full-time employees shall receive-personal leave hours, 7.5 hours for positions with a 37.5 hour normal work schedule and 8 hours for positions with a 40 hour work schedule, for each three (3) month (non-overlapping) period during which they use no sick leave. Any such earned Personal Leave hours must be taken prior to the expiration of the three calendar months subsequent to the three (3) month period in which the Personal Leave hours were earned or they ~~it~~ will be lost. The use of such earned Personal Leave hours will not be charged to accumulated sick leave and such earned Personal Leave hours will not count toward vacation accumulation. If the employment of a person with earned personal leave is terminated by dismissal, resignation or retirement, he/she shall be paid for any unused portion of his/her personal leave hours to which he/she is entitled. On the death of any employee entitled to personal leave hours, the accrued time shall be paid to the estate of the person or persons to whom unpaid salary is payable.

SECTION 3: Sick Leave to Vacation Leave: When an employee has an accumulation of sick leave hours in excess of the minimum hours provided by the schedule below, in accordance with the normal work schedule established by Article 8 for their position, at his/her employment anniversary date, he/she may annually transfer to vacation leave up to the maximum number of those sick leave hours that are in excess of the required minimum hours after first deducting any sick leave hours taken in the previous twelve (12) months.

	Normal Work Schedule	
Sick Leave Transfer	37.5 hr/week	40 hr/week
Required minimum hours	180	192
Maximum hours eligible for transfer*	37.5	40

**less sick leave utilized previous 12 months*

SECTION 4: Any unit employee who terminates employment after having completed twenty (20) years of service with the City, or who retires from the service of the City and is eligible to draw a retirement benefit from the NH Retirement System, shall be paid fifty percent (50%) of his/her accumulated sick leave at his/her regular rate of pay then in effect.

SECTION 5: Sick leave may be utilized by unit members for his/her own illness or to attend to the illness, care of other members of their immediate family as defined in Article 15 or attend medical or dental appointments for themselves or members of his/her immediate family. Sick leave may be taken in

less than full day increments. A doctor's note may be requested by the City when an employee has been absent from work for more than three (3) consecutive days.

ARTICLE 15
Bereavement Leave

SECTION 1: After a regular full-time employee completes the probationary period of employment, he/she shall be eligible and authorized for up to 22.5 hours of leave for positions with 37.5 hour normal work schedule and up to 24 hours for positions with a 40 hour normal work schedule, for a death in the immediate family. Immediate family is defined as spouse, child, step-child, parent, step-parent, brother, sister, father-in-law, mother-in-law, grandparent, grandchild or relative living in the employee's household. Funeral leave for persons outside the immediate family may be approved by the Department Head, and such leave shall be charged to accumulated vacation or personal leave.

ARTICLE 16
Paid and Professional Leave

SECTION 1: A request for a short-term paid leave of absence must be approved by the Department Head and submitted in writing to the City Manager. Leaves may be granted by the City Manager whenever he/she considers such leave in the City's best interest. Such leave includes leaves for purposes of attending professional conferences, work related conventions, training, institutions, seminars and school.

ARTICLE 17
Unpaid Leave

SECTION 1: The Department Head, with the approval of the City Manager, may grant a leave of absence without pay for a period not exceeding one month. The City Council has the sole discretion and authority to grant an unpaid leave of absence for periods greater than one month.

ARTICLE 18
Civic Duty Leave

SECTION 1: Leave with pay shall be granted to a regular full-time employee for civic duty requiring appearance in court or before a public body. Pay shall be reduced, however, by any amount the employee is paid for the civic duty. Supervisors must be notified at once of any requested civic duty leave.

ARTICLE 19
Military Leave

SECTION 1:

(a) If a regular full-time, employee receives orders to report for military duty, he should let his supervisor know at once. The employee will be afforded all privileges required by law.

(b) Regular full-time, employees who are in the organized military reserves, and who are required to perform field duty, will be granted up to three weeks per year of reserve service leave in addition to vacation leave. During the period of reserve service leave, the city will pay the employee the difference between military pay and the employee's regular pay, the total of which can equal no more than the regular compensation.

(c) Reservists or National Guard members who are activated and remain on "active duty" by the military are covered by the following:

(1) The reservist or guard member shall automatically receive "leave of absence" status.

(2) To a maximum of $12,000.00, per year, the city shall:

a. Continue to pay the activated reservist or guard member any differential between his/her current city salary and his/her military pay, including the basic allowance for housing and basic allowance for subsistence.

b. Continue the reservist or guard member's two-person or family health coverage, according to his/her designated city plan, as long as the activated reservist or guard member continues to pay the employee contribution. Or, the city shall provide a $3,000.00/year prorated allowance for families of active reservists or guard members who elect for medical and dental coverage through TRICARE, or another health benefit in place of the city's health and dental care benefits (e.g., the spouse of the reservist or guard member has elected coverage at his/her place of employment). Said election must be made within 30 days from the date in which the leave of absence status begins.

c. Continue the reservist or guard member's two-person or family dental insurance according to city policy related to employee contribution. Dental insurance coverage shall cease should the employee elect the financial allowance referenced in subsection (2)b above.

(3) The city shall provide payment of the monthly military deduction for life insurance.

(4) Paid leave shall not accrue during the period of activation (leave of absence).

(5) If the reservist or guard member dies while on active duty or, upon termination of activated, does not return to city employment in accordance with Uniformed Services Employment and Reemployment Rights Act (USERRA), all of the above provisions shall cease in accordance with all applicable federal laws and regulations.

(6) The above provisions shall continue in effect for as long as the reservist or guard member remains involuntarily activated or until the expiration of a five-year period from the date of the involuntary activation, whichever is less.

Article 19-A
Crime Victim Leave

Employees who are victims of certain crimes will be permitted to leave work to attend court or other legal or investigative proceedings associated with the prosecution of the crime in accordance with the

New Hampshire Crime Victim Employment Act of 2005, RSA 275:61 and the City's Crime Leave Policy.

ARTICLE 20
Seniority/Layoff and Recall

SECTION 1: Definition. An employee's seniority shall commence with his/her hiring day provided the employee is not discharged and is in the City's continuous employ beyond the probationary period.

SECTION 2: Forfeiture Seniority is forfeited only by discharge, termination, resignation or retirement. In no case will seniority be interrupted or forfeited by illness, layoff (where a rehiring occurs within one year of layoff), military duty or approved leave of absence, except in cases where permanent separation from City employment results.

SECTION 3: Layoffs When it is necessary to reduce the number of employees on the City payroll, the City Manager shall decide which employees shall be laid off in accordance with the following provisions:

A. Layoffs shall be by job classifications within the Department; and
B. All temporary employees within the job classification in which the layoff is to occur shall be laid off before any other employees in the job classification; and
C. Probationary full-time employees shall be laid off before any non-probationary full-time employees are laid off; and
D. Among each classification of employees in which layoffs are to occur, the City Manager shall, where he/she determines all performance factors to be substantially the same, designate the least senior employee to be laid off.

SECTION 4: Re-employment List Employees separated from the service of the City through no fault of their own shall be placed on a re-employment list. The City agrees to maintain employees on the re-employment list for twelve (12) months following the employee's date of lay-off. An employee rehired under this circumstance shall be credited with full seniority.

ARTICLE 21
Education

SECTION 1: The City may assist all regular full-time employees for further adult education on the following plan if approved in advance by the City Manager:

(1) The courses taken must relate to one of the following: attainment of a recognized degree, improvement of skills for the current position, updating of technical knowledge, or preparation of employees for changes in duty requirements. Courses cannot be taken for recreational or miscellaneous reasons. All courses are subject to the approval of the city manager and must be successfully completed.
(2) The college or school attended must be fully accredited.
(3) Tuition assistance may be applied for after the probationary period ends.
(4) The City will loan a portion up to one-hundred percent (100%) of the current tuition rate for courses at any accredited institution if approved in advance by the City Manager. The City

will also loan up to one-hundred percent (100%) of the tuition rate at Keene High School or its equivalent on a similar basis.

(5) The City will loan up to one-hundred percent (100%) of book costs.

(6) For each course supported in part by City loan, the employee must agree to remain with the City for six months after completion of each course on a nonoverlapping basis. If the employee leaves city employment or is dismissed, he must repay the loan to the City to the extent the loan has not been repaid by the employment time requirements mentioned in this subsection. Successful completion of the above mentioned six-month period shall constitute repayment of the City loan.

(7) Employees may be granted time off with pay for educational purposes which relate to their employment if arrangements are approved by the department head and City Manager in advance.

(8) If the City requires attendance at a training program away from the job, the City will pay the salary along with the cost of the program. Such a training program must be covered by budgeted funds and approved by the City Manager.

(9) All features of the tuition assistance plan must be stipulated in an agreement signed in advance by the employee, department head, and the City Manager.

(10) For budgeting purposes, employees must inform in writing their department head by no later than February 1, of each year, of any planned request for assistance under this plan along with an estimate of costs so that the department can reasonably plan for it in the ensuing budget year. Employees who do not comply with this requirement may be denied assistance under the plan.

ARTICLE 22
Grievance Procedure

For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which is filed and signed by an employee in the Bargaining Unit and which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement.

SECTION 1: An employee, group of employees or the Union having a grievance must first take up the grievance with his/her immediate non-bargaining unit supervisor within ten (10) calendar days of the date he/she knew or should have known of the cause of his/her grievance. The immediate supervisor shall give his/her answer within five (5) calendar days.

SECTION 2: Failing adjustment by these parties, the grievant or the Union may, within five (5) calendar days from the date of the supervisor's decision, or within five (5) calendar days after presented to the supervisor if there has been no decision, submit the grievance to the appropriate Department Head. The grievance must be in writing and signed and must list the article and section violated, the date of the alleged violation, the specific grievance and the relief sought. The Department Head will render his/her decision in writing within five (5) calendar days.

SECTION 3: Failing adjustment by the parties referred to in Section 2, the grievant(s) or the Union may, within five (5) calendar days after the date of the decision of the Department Head or within ten

(10) calendar days after the grievance has been presented to the Department Head if no decision has been rendered, submit the written grievance referred to in Section 2 above to the City Manager. The City Manager will hold a hearing on the matter within ten (10) calendar days from the receipt of the request for hearing. The City Manager will render his/her decision within five (5) calendar days from the close of the hearing.

SECTION 4: If the decision of the City Manager is not acceptable to the Union, the Union may, within ten (10) calendar days after the date of the City Manager's decision, or upon the expiration of the time period and no decision is rendered, or no hearing is held the parties may submit the grievance to a mutually acceptable arbitrator. If no agreement is reached on a mutually acceptable arbitrator within twenty (20) calendar days after the grievance was first submitted to the City Manager, the Union shall request the New Hampshire Public Employee Labor Relations Board to appoint an arbitrator. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.

The arbitrator shall submit his/her decisions in writing within thirty (30) days following the close of the hearing.

The arbitrator shall not have the power to add to, ignore, or modify any of the terms and/or conditions of this Agreement. The arbitrator shall not have the power to hold hearings for more than one grievance (that is, multiple grievances before the same arbitrator will not be allowed) unless mutually agreed to by the parties.

His/her decision shall not go beyond what is necessary for the interpretation and application of express provisions of the Agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of the rights granted or retained by this Agreement. The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay any expenses of witnesses who are called by them.

SECTION 5: Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of Article 6 of this Agreement. Also excluded from arbitration is any matter otherwise subject to arbitration, but over which the Union strikes, contrary to Article 6 of this Agreement. However, it is understood that should the City, in response to a violation of any of the prohibited activities enumerated in Article 6, UNINTERRUPTED SERVICE, take the "disciplinary" and/or "immediate cancellation of this Agreement" action as provided for in Article 6, that this contract Grievance Procedure including Arbitration as defined herein shall remain in effect for the sole and strictly limited purpose of allowing a procedural review and final determination of whether or not there had been any violation of any of the prohibited activities enumerated in Article 6.

SECTION 6: If the grievance involves the immediate supervisor, Section 2 of the Article shall become the first step in the grievance procedure.

SECTION 7: Grievances must be presented to the immediate supervisor or Department Head in writing within thirty (30) calendar days of the event which gives rise to the grievance or such grievance shall be considered null and void. If the grievant or Union do not process the grievance within the time limits as set forth above, it shall be considered as dismissed. If a decision is not rendered within the

time limits set forth above, the grievant may proceed to the next step of the grievance procedure or the grievance shall be considered waived.

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

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

SECTION 10 Either party may appeal the arbitrator's award in accordance with RSA 542.

ARTICLE 23
Labor Management Consultation

SECTION 1: In an effort to address issues that have an impact on the members of the bargaining unit, either party to this agreement may request a consultation. Each party may designate four individuals to participate in the consultation. The AFT-NH Staff Representative shall be permitted to attend these sessions.

ARTICLE 24
Notice

SECTION 1: Should the Union wish to make formal notification to the City, such notification shall be addressed to the "City Manager", City of Keene, 3 Washington Street, Keene, NH 03431 Should the city wish to make formal notification to the Union, such notification shall be addressed to the Local Union President and a copy provided to the "AFT-NH, AFL-CIO, 785 Rte. 3A Unit 102, Bow, NH 03304. The Union shall provide the City with current addresses.

ARTICLE 25
Duration

SECTION 1: This Agreement shall be in effect from July 1, 2019 through June 30, 2022. Either party wishing to amend, modify, or terminate this Agreement must so advise the other party in writing by registered mail on or before February 15th, 2022 or any subsequent year of the contract. If such notice is given in accordance with the above by either party in 2022 or any subsequent year of the contract, the parties agree that it is their mutual objective to begin negotiations not later than March 15th of the year in which such notice is given. Nothing in this agreement shall have retroactive effect unless is it specifically described as retroactive and approved as such by the City Council.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals, this 5 day of December, 2019.

FOR THE CITY OF KEENE:

Elizabeth A. Dragon
City Manager

ATTEST: _____

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

Eric Swope
President

City Clerk

APPENDIX A
WAGES

AFT-NH Keene City Employees
ANNUAL SALARY SCHEDULE
Effective July 1, 2019

CLASS ALLOCATION-SALARY SCHEDULE

GRADE

6	Account Clerk I; Administrative Assistant; Police Records Specialist; Police Records/Property Specialist
7	Account Clerk II; Administrative Assistant I; Parking Services Officer
8	Police Dispatcher
9	Permit Technician; Administrative Specialist-Bureau of Criminal Investigations; Police Administrative/ Accreditation Specialist
10	Laboratory Technician I; Automation Specialist; Assessing Technician; Deputy Revenue Collector; Fleet Services Administrative Coordinator
11	Traffic Safety Specialist/Animal Control Officer; Housing Inspector
12	Caseworker; Industrial Pretreatment Coordinator
15	Laboratory Technician II; Sanitarian; Code Enforcement Officer; Help Desk Technician
17	Plans Examiner; Commercial Building Inspector

7/1/2019	STEP	Annual Salary (S) Schedule			2.50%	
GRADE	1	2	3	4	5	6
6	$38,052	$39,765	$41,557	$43,424	$45,380	$47,421
7	$39,765	$41,557	$43,424	$45,380	$47,421	$49,555
8	$41,557	$43,424	$45,380	$47,421	$49,555	$51,786
9	$43,422	$45,375	$47,418	$49,551	$51,780	$54,110
10	$45,380	$47,421	$49,555	$51,786	$54,117	$56,551
11	$47,421	$49,555	$51,786	$54,117	$56,551	$59,095
12	$49,555	$51,786	$54,117	$56,551	$59,095	$61,756
15	$56,551	$59,095	$61,756	$64,534	$67,438	$70,474
17	$61,756	$64,534	$67,438	$70,474	$73,646	$77,156

7/1/2020	STEP	Annual Salary (S) Schedule			2.50%	
GRADE	1	2	3	4	5	6
6	$39,003	$40,759	$42,596	$44,510	$46,515	$48,607
7	$40,759	$42,596	$44,510	$46,515	$48,607	$50,794
8	$42,596	$44,510	$46,515	$48,607	$50,794	$53,081
9	$44,508	$46,509	$48,603	$50,790	$53,075	$55,463
10	$46,515	$48,607	$50,794	$53,081	$55,470	$57,965
11	$48,607	$50,794	$53,081	$55,470	$57,965	$60,572
12	$50,794	$53,081	$55,470	$57,965	$60,572	$63,300
15	$57,965	$60,572	$63,300	$66,147	$69,124	$72,236
17	$63,300	$66,147	$69,124	$72,236	$75,487	$79,085

7/1/2021	STEP	Annual Salary (S) Schedule			2.00%	
GRADE	1	2	3	4	5	6
6	$39,783	$41,574	$43,448	$45,400	$47,445	$49,579
7	$41,574	$43,448	$45,400	$47,445	$49,579	$51,810
8	$43,448	$45,400	$47,445	$49,579	$51,810	$54,143
9	$45,398	$47,439	$49,575	$51,806	$54,137	$56,572
10	$47,445	$49,579	$51,810	$54,143	$56,579	$59,124
11	$49,579	$51,810	$54,143	$56,579	$59,124	$61,783
12	$51,810	$54,143	$56,579	$59,124	$61,783	$64,566
15	$59,124	$61,783	$64,566	$67,470	$70,506	$73,681
17	$64,566	$67,470	$70,506	$73,681	$76,997	$80,667

CLASS ALLOCATION-HOURLY SCHEDULE

GRADE

2: Custodian (hired after 12/31/16), Maintenance Aide I
5: Maintenance Aide II, Motor Equipment Operator I, Custodian
7: Mechanic I, Building Mechanic
8: Motor Equipment Operator
9: Maintenance Technician II, Airport Maintenance Technician
12: Airport Operations & Maintenance Foreman

7/1/2019			2.50%		
		STEP			
GRADE	1	2	3	4	5
2	$16.10	$16.77	$17.54	$18.33	$19.16
5	$18.39	$19.16	$20.02	$20.91	$21.85
7	$20.08	$20.91	$21.85	$22.84	$23.86
8	$20.98	$21.85	$22.84	$23.86	$24.94
9	$21.92	$22.84	$23.86	$24.94	$26.05
12	$25.01	$26.05	$27.22	$28.44	$29.71

7/1/2020			2.50%		
		STEP			
GRADE	1	2	3	4	5
2	$16.50	$17.19	$17.98	$18.79	$19.64
5	$18.85	$19.64	$20.52	$21.43	$22.40
7	$20.58	$21.43	$22.40	$23.41	$24.46
8	$21.50	$22.40	$23.41	$24.46	$25.56
9	$22.47	$23.41	$24.46	$25.56	$26.70
12	$25.64	$26.70	$27.90	$29.15	$30.45

7/1/2021			2.00%		
		STEP			
GRADE	1	2	3	4	5
2	$16.83	$17.53	$18.34	$19.17	$20.03
5	$19.23	$20.03	$20.93	$21.86	$22.85
7	$20.99	$21.86	$22.85	$23.88	$24.95
8	$21.93	$22.85	$23.88	$24.95	$26.07
9	$22.92	$23.88	$24.95	$26.07	$27.23
12	$26.15	$27.23	$28.46	$29.73	$31.06

Note: Hourly schedule includes renumbering of steps assigning #1 to 1A and adjusting to run through 5 v. 4.

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

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

Cost Sharing Summary	YOUR COST
Visit Copayment Applies each time You visit Your Primary Care Provider (PCP) or Network obstetrical/gynecological specialist.	$20 per visit
Specialty Visit Copayment Applies each time You visit a specialist.	$40 per visit
Walk-In Center Copayment Applies each time You visit a Network Walk-In Center for diagnosis, care and treatment of an illness or injury.	$20 per visit
Urgent Care Facility Copayment Applies each time You visit a licensed hospital's urgent care facility for diagnosis, care and treatment of illness or injury.	$50 per visit
Emergency Room Copayment	$100 per visit
Standard Deductible	$1,000 per Member, per year $3,000 per family, per year
Standard Coinsurance	N/A
Coinsurance Maximum	
Durable Medical Equipment, Medical Supplies and Prosthetics **Deductible** **Coinsurance**	 $100 per Member, per year 20%
Out-of-Pocket Limit	$5,000 per Member, per year $10,000 per family, per year
The **Out-of-Pocket Limit** includes all Deductibles, Coinsurance, and Copayments You pay during a year for medical and prescription expenses under this medical plan and Your HealthTrust prescription benefit program. It does not include Your premium, amounts over the Maximum Allowed Amount, penalties, or charges for noncovered services. Once the combined Out-of-Pocket Limit is satisfied, You will not have to pay additional Deductibles, Coinsurance, or Copayments for the rest of the year.	

Please note that throughout this schedule any reference to year means plan year unless otherwise noted. Plan year is July 1 through June 30.

Coverage Outline	YOUR COST
Medical/Surgical Care	
I. Inpatient Services	
In a Short Term General Hospital (Facility charges for medical, surgical and maternity admissions)	Standard Deductible
In a Skilled Nursing Facility (Facility charges) Up to 100 Inpatient days per Member, per year	
In a Physical Rehabilitation Facility (Facility charges)	
Inpatient physician and professional services (Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests) Skilled Nursing Facility admissions are limited to the number of Inpatient days stated above.	
II. Outpatient Services	
Preventive Care	
Preventive Care and screenings as required by law or permitted by the Plan including, but not limited to: -Immunizations for babies, children and adults (including travel and rabies immunizations) -Cancer screenings such as, mammograms, pap smears, prostatic specific antigen (PSA) screening, routine colonoscopy and sigmoidoscopy -Routine physical exams for babies, children and adults (including one annual gynecological exam) -Lead screening -Outpatient/office contraceptive services -Nutrition counseling -Diabetes management program -Routine vision exams - one exam each year for Members 18 years old and younger; one exam every two years for Members 19 years old and older. -Routine hearing exams - one exam each year.	You pay $0
Medical/Surgical Care in a Physician's Office or Walk-In Center or furnished by a Site of Service Provider (such as, an Independent Ambulatory Surgical Center, Independent Infusion Therapy Provider, Independent Laboratory Provider, or Independent Radiology Provider)	
Medical exams, telemedicine and online visits, consultations, medical treatments and Network Provider services at a Network Walk-In Center	Visit Copayment or Specialty Visit Copayment
Injections (except allergy injections)	
Allergy injections	You pay $0
Office surgery (including anesthesia)	Visit Copayment or Specialty Visit Copayment
Surgery and anesthesia	You pay $0 at Site of Service providers. Otherwise, Standard Deductible
Laboratory tests (including allergy testing)	
X-ray tests (including ultrasound)	
MRA, MRI, PET, SPECT, CT Scan, CTA	
Chemotherapy, medical supplies and drugs	Standard Deductible
Maternity care (prenatal and postpartum visits) Please see Your Subscriber Certificate for information about maternity care.	You pay no Visit Copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is the same as shown for "Inpatient Services" (above) and "Outpatient Facility Care" (below).

	YOUR COST
Outpatient Facility Care in the Outpatient Department of a Hospital, a Short Term General Hospital's Ambulatory Surgical Center, a Hemodialysis Center or Birthing Center	
Medical exams and consultations by a physician, telemedicine and online visits	Visit Copayment or Specialty Visit Copayment
Services of a surgeon, operating room for surgery and anesthesia	Standard Deductible
Physician and professional services for the delivery of a baby Physician and professional services for management of therapy Hemodialysis, chemotherapy, radiation therapy, infusion therapy, MRA, MRI, PET, SPECT, CT Scan, CTA Fees for use of a facility, medical supplies, drugs, other ancillaries, observation	
Laboratory and x-ray tests (including ultrasounds)	
Emergency Room Visits and Urgent Care Facility Visits	
Use of the emergency room (The Copayment is waived if you are admitted)	Emergency Room Copayment
Use of a licensed hospital's urgent care facility	Urgent Care Facility Copayment
Physician's fee, surgery, MRA, MRI, PET, SPECT, CT Scan, CTA, medical supplies and drugs	Standard Deductible
Laboratory and x-ray tests	
Ambulance Services Medically Necessary Emergency Transport	
III. Outpatient Physical Rehabilitation Services	
Physical Therapy and Occupational Therapy and Speech Therapy Up to a combined maximum of 60 visits per Member, per year	Visit Copayment
Cardiac Rehabilitation Visits	
Chiropractic Care • **Office visits** – Unlimited Medically Necessary services	
• **X-ray tests** furnished by a chiropractor	Standard Deductible
Acupuncture – Up to 12 Medically Necessary visits per Member, per year by a physician or licensed acupuncturist	Visit Copayment
Early Intervention Services	Specialty Visit Copayment
IV. Home Care	
Physician services Medical exams, injections, medical treatments, surgery and anesthesia, telemedicine and online visits	Visit Copayment or Specialty Copayment
Home Health Agency services	Standard Deductible
Hospice	You pay $0
Infusion Therapy	Standard Deductible
Durable Medical Equipment, Medical Supplies and Prosthetics	Subject to the DME Deductible and Coinsurance

	YOUR COST
V. Behavioral Health Care (Mental Health and Substance Abuse Care)	
Outpatient/Office/Telemedicine/Online Visits	
Mental Health Visits: Unlimited Medically Necessary visits **Substance Abuse Visits:** Unlimited Medically Necessary visits (including detoxification and substance abuse rehabilitation services)	Visit Copayment or Specialty Visit Copayment
Partial Hospitalization and Intensive Outpatient Treatment Programs	
Mental Disorders: Unlimited Medically Necessary care **Substance Abuse Conditions:** Unlimited Medically Necessary care for rehabilitation and detoxification	You pay $0
Inpatient Care	
Mental Disorders: Unlimited Medically Necessary Inpatient days **Substance Abuse Conditions:** • Medical detoxification days - Unlimited Medically Necessary Inpatient days • Substance abuse rehabilitation - Unlimited Medically Necessary Inpatient days	Standard Deductible
Scheduled Ambulance Transport Limited to Medically Necessary transport from one facility to another	
VI. Prescription Eyewear	
N/A	

APPENDIX C

Dental Plan

Northeast Delta Dental Insurance Plan

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

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

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

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

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

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

APPENDIX D

DISABILITY PLAN

Long-term Disability Insurance Plan

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