

AN AGREEMENT BETWEEN

THE PROFESSIONAL FIREFIGHTERS OF

KEENE, NEW HAMPSHIRE,

AND

THE CITY OF KEENE, NEW HAMPSHIRE

Effective July 1, 2018

Firefighters/EMTs' Bargaining Unit

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PREAMBLE AND PURPOSE

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

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

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

ARTICLE I

Unit Description

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

ARTICLE II

Management Rights

- 2.1 The City will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing for which hereafter exist, including, but not limited to the following: the right to determine the standards of service to be offered by the Fire Department and its employees; the right to determine the standards of selection for employment; the right to direct employees, including but not limited to the establishment of work and shift schedules and assignments and rotation; take disciplinary action for just cause; relieve its employees from duty because of lack of work or funds or for other legitimate reasons; issue and enforce reasonable rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Fire Department's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities and prerogatives not specifically modified by this Agreement.

ARTICLE III
Employee Rights

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

ARTICLE IV
Stability of Agreement

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

ARTICLE V
Uninterrupted Service

- 5.1 No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, picketing, sick-in or slowdown or any job action or activity which interferes with the normal operation of the City or the withholding of services to the City of Keene.
- 5.2 The Union agrees that neither it, nor any of its officers or agents, national or local, will

call, institute, authorize, participate in, sanction or ratify any activity referred to herein.

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

ARTICLE VI

Deduction of Dues And 457 Plan

- 6.1 The City agrees to deduct the membership dues in such weekly amounts as determined by the Union levied in accordance with the Constitution and Bylaws of the Union, for any member who has voluntarily executed and submitted a written and signed authorization to the City Finance Director.
- 6.2 The City shall make the deduction required herein and shall remit monthly the aggregate amount deducted to Treasurer, KFS, Box 1426, Keene, NH 03431, together with a list of all such Union members who have paid such dues in accordance with Section 6.1 above.
- 6.3 Should there be a dispute between an employee and the Union over a matter of dues deductions, the Union agrees to defend and hold the City harmless in any such disputes.
- 6.4 If any employee has no check coming to him/her or if his/her check is not large enough to satisfy the dues, then no deduction will be made from that employee. In no case will the City attempt to collect fines or assessments for the Union beyond the regular dues.
- 6.5 Provided at least ten members of the Fire Department elect to participate, the City will allow bargaining unit members to participate in the PFPOPE 457 plan, with no cost to or contribution by the City.

ARTICLE VII

Disciplinary Action

- 7.1 Disciplinary action may consist of verbal warnings, written warnings, demotions, suspensions without pay, docking of pay when your work performance or conduct justified such action or dismissal. Notice of action against a regular employee must be in

writing and filed with the employee. You have the right of appeal through the Grievance Procedure.

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

ARTICLE VIII

No Discrimination

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

ARTICLE IX

Hours of Work

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

ARTICLE X

Overtime

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

ARTICLE XI

Holidays

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

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

- 11.2 Annually each employee shall be paid one day's (8.4 hours) pay for each of the holidays listed above occurring while employed, in addition to his/her regular pay. Said payment shall be made as a part of the first November paycheck or a prorated payment shall be made upon termination of employment. In the event an employee is, for any reason, terminated from employment after the first November pay day and before December 1st, the City shall have a right to withhold from such employee's final pay an amount equal to the number of holidays paid in November, but which occurred after his/her date of termination.
- 11.3 Notwithstanding the provisions of Section 11.2 above, each employee who works on Labor Day, Independence Day, Thanksgiving Day or Christmas Day shall be paid at one and one-half (1½) times the regular rate for all hours worked on such holiday.

ARTICLE XII

Vacation

- 12.1 On his/her first anniversary date, an employee shall be entitled to five (5) days paid vacation leave. Beginning with the first anniversary date, such an employee shall accrue paid vacation days at a rate of five-sixth (5/6) regular working days or working shifts per month of continued employment. On the seventh anniversary, the accrual rate for the basic work week shall increase to one and one-quarter (1 1/4) days per month. On the fifteenth (15th) anniversary, the rate shall increase to one and two-thirds (1 2/3) days per month.
- 12.2 Vacation choices shall be made by seniority no later than February 28th 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.
- 12.3 If the employment of a person entitled to an annual vacation is terminated by dismissal, resignation or retirement, he/she shall be paid for any unused portion of his/her vacation time to which he/she is entitled on a prorated basis. On the death of any employee entitled to vacation allowance, the allowance shall be paid to the estate of the person or persons to whom unpaid salary is payable.
- 12.4 Vacation days not taken in the calendar year which they are earned, shall accumulate from year to year, but not beyond thirty (30) vacation days. Employees with 20 or more years of continuous service shall accumulate one (1) additional day from year to year, but not beyond thirty-five (35) vacation days. Vacation days earned in excess of thirty (30) day, or thirty-five (35) days for those that have twenty or more years of continuous service, but not taken shall be lost. The Chief and/or the City Manager may in their sole and absolute discretion allow vacation accumulated beyond thirty (30) days, provided,

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

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

ARTICLE XIII

Sick and Personal Leave

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

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

- 13.2 **PERSONAL LEAVE:** Unit employees shall receive one Personal Leave Day for each ninety (90) days (non-overlapping) period during which they use no sick leave. Any such earned Personal Leave Days must be taken prior to the expiration of the three (3) calendar months subsequent to the three (3) month period in which the Personal Leave Day was earned or it will be lost. Such earned Personal Leave Days may be taken when approved in advance by the Department. The use of such earned Personal Leave Days will not count toward vacation accumulation.
- 13.3 **SICK LEAVE TO VACATION LEAVE:** When an employee has an accumulation of thirty-six (36) days of sick leave at his/her employment anniversary date, he/she may annually transfer to vacation up to five (5) days of those sick leave days that are in excess of thirty-six (36) sick leave days, after first deducting any sick leave days taken in the previous twelve (12) months.
- 13.4 Any unit employee who retires shall be paid fifty percent (50%) of his/her accumulated sick leave at his/her regular rate of pay then in effect. For the purpose of this section,

“retirement “ shall mean leaving the service of the City and eligible to draw a retirement allowance under the New Hampshire Retirement System or leaving the service of the City after having completed twenty (20) years of continuous service.

ARTICLE XIV

Bereavement Leave

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

ARTICLE XV

Leave of Absence Without Pay

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

ARTICLE XVI

Insurance

- 16.1 **LIFE INSURANCE:** All full-time employees shall be covered by a group term life insurance benefit equal to one times the employee’s annual base salary, with an accidental death and dismemberment rider (double indemnity in the case of accidental death), the cost of which shall be paid for by the City. It is agreed by the parties that the City shall have the sole right to determine which company provides such life insurance.

- 16.2 **MEDICAL INSURANCE:** The City shall provide a medical insurance plan or plans with benefits and a local provider network at least comparable to the plan currently made available to members of this bargaining unit. The current plan, Option I, is provided through the Anthem network as referenced in the attached Summary of Benefits (Attachment C) in conjunction with a Health Reimbursement Account (Attachment D). The City shall retain the right to obtain this coverage from any carrier, network provider and/or third party administrator.

Effective July 1, 2018 the City shall pay eighty percent (80.0%) of the cost of the High Plan – Option II AB15.

Effective July, 1, 2019, the City shall pay ninety-five percent (95%) of the premium cost of Option I Anthem plan.

Effective July 1, 2021, the City shall pay ninety-two percent (92%) of the premium cost of the Option I Anthem plan.

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

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

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

ARTICLE XVII

Private-Duty Details

- 17.1 Employees shall be paid at the rate of time and one-half per hour with a minimum of three (3) hours pay guaranteed, for private-duty details that are worked.
- 17.2 Pre-scheduled private-duty details shall be assigned by seniority on a rotating basis. Any unfilled and/or unscheduled reimbursable details shall be filled by the dispatcher by first calling such permanent officer as he/she sees fit; provided further, however, that if the supervisor feels that there is an emergency situation, reimbursable details shall be filled in any manner that the supervisor determines.
- 17.3 In the event of a swap, a supervisory officer in charge of the Station must be notified by the officer originally assigned to the detail.

- 17.4 Except in the case of a bona fide and unavoidable emergency which could not have been foreseen, any individual who is assigned to or accepts a reimbursable detail must fill that detail as scheduled or notify the supervisory officer in charge of the Station as to his/her reasons for not filling that detail at least six (6) hours prior to the start of the detail. In the event of an emergency as set forth in the preceding sentence, an individual who has been assigned to or has accepted a reimbursable detail must notify the superior officer in charge of the Station as to his/her reasons for not filling that detail as soon as possible. Failure to notify the superior referred to above in the manner prescribed by the preceding two sentences or failure to fill the detail shall automatically disqualify that individual from the reimbursable detail roster for a period of two (2) weeks.
- 17.5 All reimbursable details shall be compensated at a minimum of three (3) hours of pay if the detail is canceled after the officer has assumed his/her duties in relation to the detail.

ARTICLE XVIII

Tuition Assistance Plan

- 18.1 The City of Keene encourages its employees to continue their education toward a high school diploma or college degree. Accordingly, the City may assist all regular full-time employees for further adult education on the following plan if approved in advance by the City Manager.
- 18.2 The course taken or portfolio credit must relate to one of the following: attainment of a recognized degree, improvement of skills for your current position, updating of your technical knowledge, or preparation of employees for changes in duty requirements. Courses cannot be taken for recreational or miscellaneous reasons. All courses are subject to the approval of the City Manager.
- 18.3 The college or school attended must be fully accredited.
- 18.4 Tuition assistance may be applied for after your probationary period ends
- 18.5 The City will pay, subject to paragraph 18.7, up to 75% of the current tuition rate for courses and/or portfolio credits at any accredited institution if approved in advance by the City Manager. The City will also pay, subject to paragraph 18.7, up to 75% of the tuition rate at Keene High School or its equivalent on a similar basis.
- 18.6 The City will pay, subject to paragraph 18.7, up to 75% of book costs.
- 18.7 For each course and/or portfolio credit supported in part by City loan, the employee must agree to remain with the City for six months after completion of each course on a non-overlapping basis. If the employee leaves City employment or is dismissed, he/she must repay the loan to the City to the extent the loan has not been repaid by the employment time requirements mentioned above.
- 18.8 Employees may be granted time off with pay for educational purposes which relate to their employment if arrangements are approved by the City Manager in advance.

- 18.9 If the City requires your attendance at a training program away from the job, the City will pay the cost of the program. Such a training program must be covered by budgeted funds and approved by the City Manager.
- 18.10 All features of the Tuition Assistance Plan must be stipulated in an agreement signed in advance by the employee, Department Head, and the City Manager.
- 18.11 For budgeting purposes, employees must inform in writing their Department Head by no later than February 1 of each year of any planned request for assistance under this plan along with an estimate of costs so that the Department can reasonably plan for it in the ensuing budget year. Employees who do not comply with this requirement may be denied assistance under the plan.

ARTICLE XIX

Acting Officer

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

ARTICLE XX

Promotions

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

ARTICLE XXI

Seniority

- 21.1 Seniority means the length of continuous service of any full time member. A member of the unit shall acquire seniority from the date of hire to the Keene Fire Department as a full time member of the force, provided said employee has completed his/her

probationary period

- 21.2 Those employees hired on the same date shall alternate senior status on a year-to-year basis.

ARTICLE XXII

Bulletin Board Space

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

ARTICLE XXIII

Lodging

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

ARTICLE XXIV

Uniforms and Employee Parking

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

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

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

- 24.2 Effective July 1, 2014, the annual clothing allowance shall be Seven Hundred Dollars (\$700.00).
- 24.3 The City has reserved eleven (11) parking spaces in the Elm Street parking lot for the exclusive use of active Fire personnel. These spaces are for scheduled on duty shifts. In addition, Fire personnel that are called in for mandatory meetings (excluding training), call-backs, or emergency events are exempt from having to insert coins in the City of Keene parking meters located in the Elm Street parking lot. If no spaces are found in the

Elm Street parking lot, Fire personnel are free to park in any designated City Employee parking area. If a parking ticket is received while on duty, per the above, the parking ticket will be submitted to the Fire Chief for approval to have the ticket voided.

ARTICLE XXV

Grievance Procedure

- 25.1 For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which is filed and signed by an employee in the Bargaining Unit and which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement.
- 25.2 Step 1. An employee or the Union having a grievance must first take up the grievance with his/her immediate non-bargaining unit supervisor within ten (10) days of the date he/she knew or should have known of the cause of his/her grievance. The immediate supervisor shall give his/her answer within two (2) business days.
- 25.3 Step 2. Failing adjustment by these parties, the grievant or the Union may, within three (3) business days from the date of the supervisor's decision, or within five (5) business days after presentation to the supervisor if there has been no decision, submit the grievance to the Chief. The grievance must be in writing and signed and must list the article and section violated, the date of the alleged violation, the specific grievance and the relief sought. The Chief will render his/her decision in writing within three (3) business days.
- 25.4 Step 3. Failing adjustment by the parties referred to in Section 2, the grievant or the Union may, within five (5) business days after the date of the decision of the Chief or within eight (8) business days after the grievance has been presented to the Chief if no decision has been rendered, submit the written grievance referred to in Step 2 above to the City Manager. The City Manager will render his/her decision within five (5) business days.
- 25.5 Step 4. If the decision of the City Manager is not acceptable to the Union, the Union may, within ten (10) business days after the date of the City Manager's decision, or if no decision is rendered within fifteen (15) business days after the meeting, at which the City Manager considered said grievance, submit the grievance to a mutually acceptable arbitrator. The Union and City shall first attempt to agree upon a mutually acceptable arbitrator. In the absence of agreement, either party may request the appointment of an arbitrator by the PELRB according to its rules. The arbitrator shall submit his/her decisions in writing within thirty (30) days following the close of the hearing.
- 25.6 The arbitrator shall not have the power to add to, ignore, or modify any of the terms and/or conditions of this Agreement. The arbitrator shall not have the power to hold hearings for more than one grievance (that is, multiple grievances before the same arbitrator will not be allowed) unless mutually agreed to by the parties. His/her decision shall not go beyond what is necessary for the interpretation and application of express provisions of the Agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of the rights granted or retained by this Agreement.

The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay any expenses of witnesses who are called by them. Excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in Article II of this Agreement entitled "Management Rights," or which question the use or application of any right over which the City or its designated agents have unilateral discretion in this Agreement, excepting those rights relinquished by this Agreement. Either the City or the Union may appeal the arbitration award to Superior Court in accordance with RSA 542.

- 25.7 Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of Article V of this Agreement. Also excluded from arbitration is any matter otherwise subject to arbitration, but over which the Union strikes, contrary to Article V of this Agreement. However, it is understood that should the City in response to a violation of any of the prohibited activities enumerated in Article V, Uninterrupted Service, take the "disciplinary" action as provided for in Article V, that this contract Grievance Procedure including Arbitration as defined herein shall remain in effect for the sole and strictly limited purpose allowing a procedural review and final determination of whether or not there had been any violation of any of the prohibited activities enumerated in Article V.
- 25.8 If the grievance involves the immediate supervisor, Step 2 of the Article shall become the first step in the grievance procedure.
- 25.9 The above time limits may be extended by mutual agreement of the parties, which agreement must be signed by both parties and in writing.
- 25.10 The employee may, when discussing his/her grievance with management, at his/her discretion, be accompanied by the steward or his/her designee.

ARTICLE XXVI
Compensation

26.1 Effective July 1, 2018 the Fire Department Base scales shall be as follows:

	Step 1	Step 2 (12 month)	Step 3 (18 month)	Step 4 (Annual)	Step 5 (Annual)	Step 6 (Annual)	Step 7 (Annual)
F5 FF/EMT & AEMT	n/a	\$23.13	\$24.24	\$25.27	\$26.41	\$27.59	\$28.14

Effective the pay period following contract execution, Fire Department Base scales shall be amended to include a Firefighter/Paramedic (F6) wage schedule which shall apply when the bargaining unit member has attained a nationally registered Paramedic license and keeps that certification current through recertification and performs the functions of a paramedic:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		(12 month)	(18 month)	(Annual)	(Annual)	(Annual)	(Annual)
F6 FF/Paramedic	n/a	\$24.33	\$25.44	\$26.47	\$27.61	\$28.79	\$29.34

Effective July 1, 2019, the Fire Department Base scales shall be increased by 2.5% as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		(12 month)	(18 month)	(Annual)	(Annual)	(Annual)	(Annual)
F5 FF/EMT & AEMT	n/a	\$23.71	\$24.85	\$25.90	\$27.07	\$28.28	\$28.84
F6 FF/Paramedic	n/a	\$24.94	\$26.08	\$27.13	\$28.30	\$29.51	\$30.07

Effective July 1, 2020, the Fire Department Base scales shall be increased by 2.5% as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		(12 month)	(18 month)	(Annual)	(Annual)	(Annual)	(Annual)
F5 FF/EMT & AEMT	n/a	\$24.30	\$25.47	\$26.55	\$27.75	\$28.99	\$29.56
F6 FF/Paramedic	n/a	\$25.56	\$26.73	\$27.81	\$29.01	\$30.25	\$30.83

Effective July 1, 2021, the Fire Department Base scales shall be increased by 2.0% as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		(12 month)	(18 month)	(Annual)	(Annual)	(Annual)	(Annual)
F5 FF/EMT & AEMT	n/a	\$24.79	\$25.98	\$27.08	\$28.30	\$29.57	\$30.16
F6 FF/Paramedic	n/a	\$26.07	\$27.26	\$28.37	\$29.59	\$30.85	\$31.44

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

AEMT\$15.00 per week

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

Hazardous Materials Technician\$15.00 per week

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

Fire and Rescue Technician\$ 15.00 per week

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

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

26.10 Performance Bonus

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

26.11 Required and mandatory continuing education shall be compensated.

ARTICLE XXVII

Layoff/Recall

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

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

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

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

27.3 Reinstatements. Employees who are laid off in good standing shall be considered first, within a one-year period after such layoff, for reinstatement to the same position or

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

ARTICLE XXVIII

EMS Committee

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

ARTICLE XXIX

Safety and Health

- 29.1 Safety is a major concern for both the City and the Union, therefore, both agree to observe good safety practices. Both the City and Bargaining Unit members will abide by all mandatory federal, state and local rules on the fire ground as well as in the stations.
- 29.2 The City shall provide hepatitis shots as currently practiced.
- 29.3 All members of the collective bargaining unit may participate in the physical fitness program on a voluntary basis. The physical fitness program shall be voluntary in all respects notwithstanding any standard operating procedure, rule or other administrative rule to the contrary.
- 29.4 To participate in the program, individuals must complete a physical examination within the past twelve (12) months and receive a full fitness evaluation from the fitness coordinator hired by the Department. Once this is complete, they must regularly work out to reach the goals set by the fitness coordinator. These individuals are also required to successfully pass the Fire Department Physical Ability Test annually.
- 29.5 Any individual participating in the program is encouraged to work out on a regular basis. Regular basis will mean physical fitness activity as defined by the Fire Chief that occurs on each scheduled shift, both day and night.
- 29.6 Participation in the physical fitness program shall be considered in any promotional process or scoring; however, it is agreed that the ability to perform a job may be considered in the promotional process, as outlined in Article XX.
- 29.7 As selected by its chairman, at least one member of the bargaining unit shall serve on the Keene Fire Department Health and Safety Committee.

- 29.8 The Safety and Health committee shall meet as necessary to evaluate the feasibility of attaining compliance with the NFPA standards as to fire suppression and rescue practices, including NFPA 1710. Report and recommendation will be forwarded to the Chief and the City Manager for consideration.
- 29.9 The City and Union agree to participate in a joint labor/management committee to evaluate the need to establish a mandatory wellness program and to make proposals to the City Manager to institute such changes. Any changes made to working conditions still must be agreed upon as negotiated items for inclusion in the Agreement.
- 29.10 The parties agree to adopt and abide by the terms of the MOU on physicals.

ARTICLE XXX

Exchange of Days Off

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

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

ARTICLE XXXI

Union Business

- 31.1 One member of the union (as selected by the union president) shall be afforded time off with pay if necessary, to attend the bi-monthly meetings and the bi-annual convention of the Professional Firefighters of New Hampshire.
- 31.2 Leave from duty with full pay shall be granted to any individual covered by this Agreement who files a grievance matter under Article XXV, Grievance Procedure, for the purpose of attending scheduled meetings or hearings relating to the individual's grievance, provided the grievant was scheduled for duty at a time simultaneous to his/her attendance at the grievance proceeding.
- 31.3 Up to two (2) representatives of the Union (one of which must be the grievant) who, because of their position, are required to participate in activities related to the Grievance procedure adopted under this Agreement, shall be permitted time off from their duties with pay, provided that the employee was scheduled for duty at a time simultaneous to his/her attendance at the grievance proceeding.

- 31.4 Leave from duty with full appropriate pay shall be granted to members of the Union's Negotiating Committee, not to exceed three (3) members, who attend meetings between the City and the Union for the purpose of negotiating the terms of an Agreement; provided the employee was scheduled for regular duty at a time simultaneous to attendance at such meeting.
- 31.5 The Union President shall be afforded an additional eight (8) hours of time off with pay per year to attend to PFFNH, IAFF or other union sponsored seminars, training sessions or other union events.

ARTICLE XXXII
Required Training

- 32.1 The City and Union agree that the training provided to employees should meet NFPA standards. The City and Union agree that every bargaining unit member of the Fire Department is required to attend thirty-two (32) hours of training per year at the New Hampshire Fire Standards and Training facility or at a designated location. With the Fire Chief's prior approval, employees will be allowed to select what training to pursue for eight (8) of these hours. The program shall be administered by the Training Officer, who shall consider recommendations of the training committee. Attendance shall be scheduled during off duty hours and scheduled to minimize any effect on fire suppression and EMS coverage for the City. The hours spent by employees attending said training sessions are considered compensable hours of work under FLSA.

The City and Union agree that every bargaining unit member of the Fire Department is required to attend eight (8) hours of EMT practical recertification training during their year of recertification. The training program shall be scheduled and administered by the EMS Training Officer. In the event the training is scheduled during off duty hours all hours spent by employees attending said training sessions are considered compensable hours of work under the FLSA.

ARTICLE XXXIII

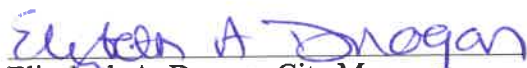
Duration

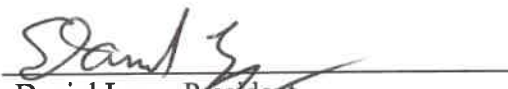
33.1 The duration of this Agreement shall extend from July 1, 2018 through June 30, 2022. Only those items specifically identified as having retroactive effect will have retroactive effect. Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing by registered mail between January 15th and February 15th of 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 31 day of January 2019.

FOR THE CITY OF KEENE

**PROFESSIONAL FIREFIGHTERS OF
KEENE, NEW HAMPSHIRE**


Elizabeth A. Dragon, City Manager


Daniel Lang, President IAFF, Local 3265

ATTEST:



Notary Public

Unit Representative

Unit Representative

Unit Representative

ATTACHMENT A

Long-Term Disability Insurance Plan

- 60% of gross monthly earnings, with a maximum monthly benefit of \$4,000.00
- Benefit to age 65
- 2-year own occupation provision
- 90-day elimination waiting period
- Residual benefit
- Direct with family integration
- 3-month survivor benefit
- 24-month psychiatric benefit

ATTACHMENT B

Letter of Agreement Between City of Keene and Keene Professional Firefighters

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

1. All promotional processes held to fill vacancies in the rank of Captain and/or Lieutenant (staff or line) shall follow the process outlined in this Letter of Agreement.
2. All vacancies for the position of Captain and/or Lieutenant (line or staff) shall be announced through the standard job posting. This posting shall list the minimum qualifications, application process, and the deadline date for application submittal.
3. The promotional process shall follow the currently adopted three-step process. Personnel who apply for a posted position and meet the minimum qualifications listed in the job announcement shall be allowed to participate in the promotional process. Personnel not meeting the minimum qualifications will be disqualified. The job announcement shall be posted at least one year prior to any testing.
 - a. Step one shall consist of a written test provided by the International Personnel Management Association. This test will be administered by the HRO, following the security guidelines provided for by IPMA. Personnel who apply for promotion will be provided with a reading list of texts used in the preparation of the test by IPMA. The time limit suggested by IPMA will be strictly enforced. Upon completion of the written testing process, the Human Resources Department shall provide a list of scores to the Fire Chief.
 - b. Step two shall consist of a formal assessment center. All items in the assessment center shall be determined by the Fire Chief. The assessment center coordinator shall forward the numerical results to the Fire Chief as soon as possible.
 - c. Step three shall consist of an interview panel with the Fire Chief, Deputy Chief-Administration, and Deputy Chief-Operations. Candidates will be ranked on their past performance, ability to be a team player, attitude, contribution to the mission of the Department, training and education, physical fitness, ability to do the job applied for, ability to lead, knowledge of departmental operations, and overall fitness for the position.
4. Following the completion of all three processes, the Fire Chief will consider the performance of all candidates and compile a list ranking all candidates in the promotional process. Each candidate will be assigned a numerical score based on 33 1/3% for the written test, 33 1/3% for the assessment center, and 33 1/3% for the Chief's interview. If a position is open, the position will be offered to the first person on the promotional list.

5. For purposes of clarification, the numerical score used to rank the candidates shall be the average of the three scores achieved on each process. For example, assume a candidate achieved the following scores:

Written	70%
Assessment Center	80%
Chiefs' Interview	90%

This candidate would receive the numerical score of 80% for ranking purposes ($70+80+90=240$; $240/3=80$).

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



Access Blue New EnglandSM
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. This Copayment also applies each time You visit a Walk-In Center for diagnosis, care and treatment of an illness or injury.	\$40 per visit
Emergency Room Copayment	\$100 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
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	\$100 per Member, per year
Coinsurance	20%
Out-of-Pocket Limit	\$5,000 per Member, per year \$10,000 per family, per year
The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments You pay during a year for medical and prescription expenses under this medical plan and Your HealthTrust prescription benefit 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 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 in an independent ambulatory surgical center in the Network	You pay \$0
Laboratory tests (including allergy testing) provided by an Independent Laboratory Provider in the Network	
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)	You pay no Visit Copayment for prenatal or postpartum office visits. Your share of the cost for delivery of a baby is the same as shown for "Inpatient Services" (above) and "Outpatient Facility Care" (below).
Please see Your Subscriber Certificate for information about maternity care.	

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 or 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	Specialty Visit Copayment
Cardiac Rehabilitation Visits	
Chiropractic Care • Office visits – Unlimited Medically Necessary services • X-ray tests furnished by a chiropractor	
Acupuncture – Up to 12 Medically Necessary visits per Member, per year by a physician or licensed acupuncturist	Specialty 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	
Infusion Therapy	
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	Visit Copayment or Specialty Visit Copayment
Substance Abuse Visits: Unlimited Medically Necessary visits (including detoxification and substance abuse rehabilitation services)	
Partial Hospitalization and Intensive Outpatient Treatment Programs	
Mental Disorders: Unlimited Medically Necessary care	Standard Deductible
Substance Abuse Conditions: Unlimited Medically Necessary care for rehabilitation and detoxification	
Inpatient Care	
Mental Disorders: Unlimited Medically Necessary Inpatient days	Standard Deductible
Substance Abuse Conditions:	
<ul style="list-style-type: none"> • Medical detoxification days - Unlimited Medically Necessary Inpatient days • Substance abuse rehabilitation - Unlimited Medically Necessary Inpatient days 	
Scheduled Ambulance Transport Limited to Medically Necessary transport from one facility to another	
VI. Prescription Eyewear	
N/A	

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

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

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

Where to Fill Your Prescriptions

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

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

- Choose from more than 64,000 network pharmacies nationwide, including over 20,000 independent community pharmacies
- Find a participating pharmacy at www.healthtrustnh.org

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

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

For delivery by mail:

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

For pickup at a CVS Pharmacy:

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

Customer Care

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

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

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

For further information or questions, you may also e-mail Enrollee Services at enrolleeservices@healthtrustnh.org.

Getting Your Prescription Filled at a Retail Pharmacy

CVS Caremark Participating Retail Pharmacies

Participating retail pharmacies can easily access information about your prescription benefit plan and the appropriate payment. You will not need to file any additional paperwork when you use a pharmacy in the CVS Caremark retail network. If you use a pharmacy outside the CVS Caremark retail network, you will pay more for your prescription(s) in most cases. Non-participating retail pharmacies will ask you to pay 100 percent of the prescription price. Then, you will need to submit a paper claim form along with the original prescription receipt(s) for reimbursement of covered expenses up to the Maximum Allowed Amount (MAA). You may be responsible for any amount that exceeds the MAA.

Day Supply Limit

You can get up to a 34-day supply of medication each time you have a prescription filled at a participating retail pharmacy. Ask your doctor to write a prescription for up to a 34-day supply, when clinically appropriate.

Refill Limit

You may obtain one initial fill plus two refills for maintenance or long-term medications at a retail pharmacy. It will then be necessary for you to utilize the CVS Caremark Mail Service Pharmacy or a CVS Retail Pharmacy for additional supplies. Otherwise, you will be responsible for 100 percent of the cost of the medication when filled at a retail pharmacy. To determine if your prescription medication is classified as maintenance or long-term, please call Customer Care toll-free at 1-888-726-1631.

Getting Your Prescription Filled Through the CVS Caremark Mail Service Pharmacy

CVS Caremark operates two mail service pharmacies across the United States to provide quick service to plan participants wherever they live. To ensure your safety, our mail service pharmacies are staffed by registered pharmacists. Just like your neighborhood pharmacist, our pharmacists check each prescription to make sure it is filled correctly. In addition, your prescription history is reviewed to identify any possible problems with new medications you may be prescribed.

Day Supply Limit

You can get up to a 90-day supply of medication when you get a prescription filled through the CVS Caremark Mail Service Pharmacy. Ask your doctor to write a prescription for up to a 90-day supply plus three refills for up to one year when clinically appropriate.

Please Note: By law, CVS Caremark must fill your prescription for the exact quantity of medication prescribed by your doctor, up to the 90-day supply limit.

Payment Options

While checks and money orders are accepted, the preferred method of payment is by credit card. For credit card payments, simply include your VISA®, Discover®, MasterCard® or American Express® number and expiration date in the space provided on the mail service order form.

Convenient Home Delivery

Please allow 10-14 days for delivery from the time your order is placed. Refills are delivered within seven days following CVS Caremark's receipt of your refill request by phone or online. Your package will include a new mail service order form and an invoice, if applicable. You will also receive the same type of information about your prescribed medication that you would receive from a retail pharmacy.

Other Important Plan Information

Out-of-Pocket Limit

This is the most you could pay in out-of-pocket costs for prescription and medical expenses under this prescription benefit plan and your HealthTrust medical plan during a plan year (January Plan Year: 1/1 through 12/31; July Plan Year: 7/1 through 6/30). 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 plan year.

Drug List

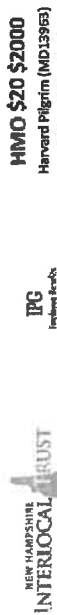
Your plan is subject to a list of prescription drugs that are preferred by the plan because of their safety, clinical effectiveness and ability to help control prescription drug costs. The drug list is updated on a regular basis. Log in to your secure HealthTrust account at www.healthtrustnh.org and click the CVS Caremark button, or call Customer Care toll-free at 1-888-726-1631 to access the most current drug list for your plan.

Prior Authorization

Some medications may require approval before the prescription can be filled. Your retail pharmacist will give you or your doctor a toll-free number to call in order to obtain approval. The CVS Caremark Mail Service Pharmacy will contact your doctor directly for approval.

Specialty Medications

Specialty medications are used for the treatment of chronic and/or genetic conditions, such as multiple sclerosis, rheumatoid arthritis or hepatitis C, and are often injected or infused. All specialty medications will be provided by CVS Caremark's Specialty Pharmacy and require Prior Authorization before the prescription can be filled. CVS Caremark's Specialty Pharmacy is a mail order facility dedicated to dispensing specialty medications. Questions? Call CVS Caremark Specialty Pharmacy toll-free at 1-800-237-2767.



HMO \$20 \$2000
 Harvard Pilgrim (MD13965)
 No Referrals Required

ABSO\$20/40/1KDED
 Anthem
 No Referrals Required

HRA

Option 1
 Anthem/HRA
 No Referrals Required

	Benefits Covered in Full (pb cost to the member)		
Preventive Care Routine physical, gynecological, and well child exams; immunizations; age appropriate screenings. Laboratory Tests X-rays Chemotherapy & Radiation Therapy	Covered in Full		Covered in Full
Routine Maternity Care - Prenatal and Postpartum Counseling about alcohol and tobacco use, services to promote breastfeeding, routine urinalysis and screenings for complications. Inpatient Mental Health & Substance Abuse Home Health Care Oxygen & Respiratory Equipment	Covered in Full		Deductible SOS Facility - Covered in Full Deductible; then Covered in Full Covered in Full Deductible; then Covered in Full Separate \$100 Deductible; then 20% Coinsurance
Benefits Covered after a Copayment			
Professional Visits: Physician Services/Office Visit Routine Annual Eye Exam Acupuncture Chiropractic Care Physical/Occupational Therapy Speech Therapy Outpatient Mental Health & Substance Abuse Allergy Injections Emergency Room (waived if admitted) Prescription Drugs: Retail (30 day supply) Mail Order (90 day supply) <small>Renals (90 day supply)</small>	\$20 Copay \$20 Copay; 1 visit every year \$20 Copay; 20 visit limit \$20 Copay; 12 visit limit \$20 Copay; combined 25 visit limit \$20 Copay; 25 visit limit \$20 Copay \$5 Copay \$350 Copay \$0/\$10/\$30/\$50 \$0/\$10/\$30/\$50	\$20 Specialist Only \$20 \$20 \$20 \$20 Specialist Only Up to \$10 Generics Only	\$20 Copay Covered in Full; Adults 1 visit every 2 years \$20 Copay; 12 visit limit \$20 Copay \$20 Copay; combined 60 visit limit \$20 Copay Covered in Full \$100 Copay \$0/\$20/\$45 \$0/\$20/\$45
Best Buy Deductible: Unit one per year	\$2,000 Deductible (\$6,000 Family Maximum)	\$500 Per Person	\$500 Deductible (\$1,500 Family Maximum) Deductible; then Covered in Full
Hospital Inpatient Maternity Care - Delivery Advanced Radiology: CT Scans and MRIs Outpatient Surgery Skilled Nursing Facility & Inpatient Rehabilitation: combined 100 day limit per year Ambulance - Emergency Transport Durable Medical Equipment	Deductible; then Covered in Full		Deductible; then Covered in Full Deductible SOS Facility - Covered in Full Deductible; then Covered in Full
Out of Pocket Maximum: Medical Prescription Drugs Total	Separate \$100 Deductible; then 20% Coinsurance \$3,000 (\$7,000 Family) \$3,000 (\$6,000 Family) \$5,000 (\$13,000 Family) Calendar Year (January-December)		Separate \$100 Deductible; then 20% Coinsurance \$5,000 (\$10,000 Family)
Deductible Year Deductible Carry Over Provision	Yes	Deductible Credit** (1st Year Only)	Plan Year (July-June) No

Extraction of teeth impacted in bone is not a covered benefit. This is only a summary of benefits, please consult the corresponding schedule of benefits. Exceptions & exclusions apply.