MASTER AGREEMENT

BETWEEN

THE

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

AND

THE

CITY OF KEENE, NH

JULY 1, 2015 – JUNE 30, 2018

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PREAMBLE

For purposes of this Agreement, the City of Keene, New Hampshire, is hereinafter referred to as the "City", and the City of Keene, New Hampshire City Council is hereinafter referred to as the "Council", and the Keene Police Department Supervisors, AFT-NH , AFT Local # 6305, AFL-CIO is hereinafter referred to as the "Union".

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

ARTICLE 1
Unit Description

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

ARTICLE 2
Management Rights

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

ARTICLE 3
Employee Rights

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

ARTICLE 4
Stability of Agreement

SECTION 1: This Agreement represents the entire Agreement between the parties and no amendment, alteration or variation of the terms or provisions of the Agreement shall bind the parties hereto unless made and executed in writing by said parties.

SECTION 2: Any portion of this Agreement found to be in conflict with any law, ordinance, statute or governmental regulation now in effect or enacted at a later date will be null and void. However, all other portions of this Agreement will remain in effect.

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

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

SECTION 5: Waiver by either Party of the other's non-performance or violations of any term or condition of this Agreement shall not constitute a waiver of any other non-performance or violation of any other term or condition of this Agreement, or of the same non-performance or violation in the future.

ARTICLE 5
Deduction of Dues

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

SECTION 2: The Employer shall make the deduction required herein and shall remit monthly the aggregate amount deducted to the Treasurer, Keene Police Department Supervisors, AFT-NH, AFT Local #6305, AFL-CIO together with a list of all such Union members who have paid such dues in accordance with Section 1 above. It shall be the responsibility of the Union to notify the Employer the name and address of the Union Treasurer.

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

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

SECTION 5: In addition to deduction of union dues, the City shall make an additional payroll deduction account available to the Union to allow for deductions from employees pay checks for Union-sponsored programs for which the employee has provided written approval. Remittance of moneys deducted for such programs shall be made according to Section 2 of this Article.

ARTICLE 6
Holidays

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

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

SECTION 2: Each employee shall be paid one day's pay for each of the holidays listed above occurring while employed in addition to his/her regular pay. Said payment shall be made as part of the first November pay check or a prorated payment shall be made upon termination of employment.

SECTION 3: Notwithstanding the provision of Section 2 above, each employee who works on Independence Day, or Labor Day, shall be paid at one and one-half the regular rate for all hours worked on such holiday. Additionally, notwithstanding the provision of Section 2 above, each employee who works on Thanksgiving Day (4th Thursday in November) and/or Christmas Day (December 25th) or is ordered to come in to work on Thanksgiving Day (4th Thursday in November) and/or Christmas Day shall be paid at two times the regular rate for all hours worked on such holiday.

ARTICLE 7

Hours of Work

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

SECTION 2: If it is necessary to change the hours of work, the employer will notify the Union a minimum of two (2) weeks prior to the time of the proposed change or a minimum of three (3) weeks prior to the time of training. If, in the opinion of the Chief, there is a bona fide emergency, there shall be no necessity for the two (2) weeks' notice referred to in the preceding sentence.

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

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

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

SECTION 6: Subject to emergency needs as determined by the on-duty supervisor, supervisors on duty shall be provided with one forty-five minute meal break and two fifteen minute breaks in every ten hour shift. If an employee is scheduled to work less than a ten (10) hour shift, he/she shall be entitled to a fifteen (15) minute break for every four (4) hours worked subject to supervisory approval. Except in emergency circumstances or where court, or training has been scheduled for an officer, employees generally should not work more than fifteen (15) hours in any twenty four hour period.

ARTICLE 7A
Shift Bid

Shift assignments for supervisors assigned to patrol shall be posted four times a year with each posting being for a period of 12 weeks.[1] The Police Chief or his/her designee shall post each new period eight weeks prior to its commencement. The shifts shall be based on a standard workweek of four, ten-hour days followed by three days off.

[1] Consistent with past practice, the shift bid shall include that days off will be changed at the six-week mark.

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

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

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

Special Services Lieutenant, Investigations Lieutenant, and Prosecutor Sergeant, shall be exempt from the shift bid process.

If a vacancy should occur once the shift selection has been completed or the shift period has already begun, the vacant shift will be offered to other supervisors on a seniority basis, with the most senior supervisor having first choice.

ARTICLE 8
Overtime

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

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

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

emergency situation, work assignments shall be filled in any manner that the Supervisor determines.

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

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

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

SECTION 4: Police supervisors required to attend a court session at any time other than during a regular tour of duty shall be paid for all such hours that they are in attendance at court regardless of the number of cases scheduled at that time. A police supervisor who is scheduled to appear in court and finds his/her required court appearance cancelled, shall be paid a three (3) hour minimum at time and one-half by the City unless he/she has been notified by the City sending a text to the police supervisor prior to 5:00 p.m. the day before the required court appearance. However, any police supervisor who is scheduled to appear in court on his/her day off and finds his/her required court appearance cancelled, shall be paid a three (3) hour minimum at time and one-half by the City, unless he/she has been notified by the City sending a text to the police supervisor prior to 9:00 p.m. two (2) calendar days before the required Court appearance. If the City determines that the police supervisor made the appearance for which the Court denies payment through the police supervisor's own

oversight, then the City may deny payment. Attendance at court session, when the Supervisor is off duty, shall be a three (3) hour minimum.

For purposes of administering the provisions of Section 1 of this Article, the City will prescribe a method satisfactory to it for recording the hours spent by police supervisors in attending a court session other than during a regular tour of duty. The officers shall comply with this system in recording said hours. The City reserves the right to require police supervisors to attend court sessions as a mandatory job assignment at any time; however, it will not ordinarily do so and the police supervisors shall attend court sessions pursuant to court order or subpoena by the State. Police supervisors shall apply for all witness fees to which they are entitled and shall turn over said fees to the City. A method for accounting for said fees and turning them over to the City shall be established by the City and the police supervisors shall comply with its provisions. Police supervisors shall be paid for court attendance directly by the City, as set forth in this Section of this Article, at the time of the next regularly scheduled payroll.

ARTICLE 9
Acting Officer

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

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

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

ARTICLE 10
Vacation

SECTION 1: On his/her first anniversary date, an employee shall be entitled to five- (5) days-paid vacation leave. Beginning with the first anniversary date, such an employee shall accrue paid vacation days at a rate of five-sixth (5/6) regular working days or working shifts per month of continued employment. On the seventh anniversary the accrual rate for the basic workweek shall increase to 1-1/4 days per month. On the fifteenth anniversary, the rate shall increase to 1-2/3 days per month.

SECTION 2: Vacation choices shall be made by seniority within rank no later than February 28th in each year from a vacation list composed by the Department which shall be posted during the first week of the year. Said choices shall be subject to the Chief's approval, which shall not be unreasonably withheld. All employees eligible for a vacation of two (2) weeks or more shall have the option of receiving the two (2) weeks or more consecutively. Any vacation choices shall not, in the Chief's opinion, interrupt the normal operation of the department.

SECTION 3: If the employment of a person entitled to an annual vacation is terminated by dismissal, resignation or retirement, he/she shall be paid for any unused portion of his/her vacation time to which he/she is entitled. On the death of any employee entitled to vacation allowance, the allowance shall be paid to the estate of the person or persons to whom unpaid salary is payable.

SECTION 4: Vacation days not taken in the calendar year in which they are earned shall accumulate from year to year, but not beyond thirty (30) vacation days. Vacation days earned in excess of thirty (30) days, but not taken, shall be lost. The Chief and/or the City Manager may in their sole and absolute discretion allow vacation accumulation beyond thirty (30) days, provided, however, that the granting or denial of any such additional accumulation will not be subject to the grievance or arbitration procedure set forth in Article 19.

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

ARTICLE 11
Sick and Personal Leave

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

which may be accumulated is one hundred eighty (180) days provided that said employees earn the sick leave time based on the following schedule:

	Years of Service	Accumulation
Up to:	20	120 days
	21	132 days
	22	144 days
	23	156 days
	24	168 days
	25	180 days

SECTION 2: PERSONAL LEAVE: Unit employees shall receive one Personal Leave day for each three (3) month (non-overlapping) period during which they use no sick leave. Any such earned Personal Leave Days must be taken prior to the expiration of the three calendar months subsequent to the three (3) month period in which the Personal Leave Day was earned or it will be lost. Such earned Personal Leave Days may be taken when approved in advance by the Department. The use of such earned Personal Leave Days will not be charged to accumulated sick leave and such earned Personal Leave Days will not count toward vacation accumulation.

SECTION 3: SICK LEAVE TO VACATION LEAVE: When an employee has an accumulation of thirty-six (36) days of sick leave at his/her employment anniversary date, he/she may annually transfer to vacation up to five (5) days of those sick leave days that are in excess of thirty-six (36) sick leave days, after first deducting any sick leave days taken in the previous twelve (12) months.

SECTION 4: Any unit employee who retires shall be paid for fifty percent (50%) of his/her accumulated sick leave at his/her regular rate of pay then in effect. For the purpose of this section, "retirement" shall mean leaving the service of the City and eligible to draw a retirement allowance under the New Hampshire Retirement system or leaving the service of the City having completed twenty (20) years of service.

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

SECTION 6: In the event that an Association member suffers an injury in the line of duty and as a result begins receiving workers compensation payments, after the injured Association member's sick time is depleted, and during the period of time that the Association member is receiving workers compensation payments or for a period of up to six (6) months after the injury (whichever period is shorter), the City will pay the injured Association member the difference between his/her worker's compensation payments and the Association member's regular base pay at the time of the injury. At no time will the combination of the injured Association member's worker's compensation payments and the City's payment under this section exceed the Association member's regular base pay at the time of the injury. Additionally, in the event that an Association member uses sick time in

connection with an injury suffered in the line of duty, such use of sick time will not prevent the Association member's accrual of personal leave time, or the Association member's conversion of sick time to vacation time provided all other terms of the City's policy are met.

ARTICLE 12
Uniforms, Clothing, Boot Replacement and Cleaning Allowance

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

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

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

SECTION 4: Lieutenants and Sergeants assigned to positions authorized by the Police Chief to routinely wear civilian clothing shall receive an annual allowance of $700. Such payment shall be prorated for officers who were in those positions for less than one year. Payment of the clothing allowance shall be made in a single payment in June of each fiscal year.

SECTION 5:
Each employee shall be reimbursed up to, and no more than $200 annually for the replacement of boots. Employees shall be responsible for their own boot purchase. Said payment shall be made in a separate check to the employee.

ARTICLE 12A
Cruiser Maintenance

Except in an emergency as determined by the shift commander, an employee will not be required to operate a marked police vehicle on patrol when radio equipment connecting the vehicle to Keene Dispatch is not functioning; in hours of darkness, when the spotlight is not functioning; or when emergency lights or sirens are not functioning at all or are so substantially degraded as to render them ineffective as warning devices. Employees shall not be required to operate a vehicle, which in the opinion of the shift supervisor, is unsafe. Said vehicle shall remain "out of service" until inspected by a mechanic authorized by the State of New Hampshire to inspect motor vehicles and who finds it in safe operating condition and inspectable. All emergency equipment controls, including emergency lights, radios, siren, and mobile data terminals in marked patrol cruisers will be set up in a uniform manner as recommended by the Cruiser Maintenance Committee and approved by the Police Chief.

ARTICLE 13

Insurance

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

SECTION 2: The City shall provide a medical insurance plan and benefits (including but not limited to the amount of co-pays and deductibles) through Harvard Pilgrim as outlined in Appendix B and a provider network substantially equivalent to that available through Harvard Pilgrim as referenced in Appendix B. The parties shall establish a Joint Labor-Management Committee to examine the plans being offered and review other options which may be available to the City and Union.

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

Effective July 1, 2015, regular full-time employees shall only be provided with the low plan ("Option I") as contained in Appendix B. The City will pay an amount equal to eighty percent (80%) of the cost of the high plan (Option "II") towards the cost of Option I for regular full-time employees. In the event that eighty-percent (80%) of the cost of Option II exceeds the total cost of Option I, no monies will be owed to the bargaining unit member.

If, at any time, the cost of any health insurance plan offered by the City to members of the Union exceeds the threshold level(s) for assessment of the Cadillac Tax under the ACA, the parties will immediately reopen the contract on the issue of health insurance only, for the purpose of selecting a replacement plan that does not exceed the threshold level(s) for assessment of the Cadillac Tax under the ACA. For purposes of facilitating the process of selecting a replacement plan, the parties will work collaboratively and will share relevant information related to alternative health options, including the City allowing the Union to contact current and potential providers directly and the City will provide information necessary to obtain quotes. If the parties are not able to agree on a replacement plan, the parties will determine the amount of the Cadillac Tax assessed on the plans provided to members of the Union (including any tax incorporated into the premium by the insurance provider) and fifty percent (50%) of such amount will be paid by members of the Union in addition to any other cost-sharing arrangement agreed to by the parties.

SECTION 3: If the bargaining unit member so chooses, he/she may elect, upon the receipt by the City of written verification the benefit is received by some other means, to receive taxable income in the amount of Two Thousand Dollars ($2,000.00) in lieu of the City Health Insurance Benefit. This amount shall be distributed in a lump sum payment at the end of the year, or a prorated amount shall be distributed to said employee if the employment ends

at some point during that calendar year. In the case where the City employs both spouses, this provision will not apply.

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

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

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

SECTION 7: In conjunction with the health insurance plans described in Section 2 above, the City shall provide a Health Reimbursement Account (HRA) for the express purpose of covering the cost of deductibles for each employee in the following amounts for the low plan:

Lo Plan:
The City will reimburse annual Medical Plan Deductibles in excess of $1,250 for individuals, and shall reimburse all Medical Plan Deductibles in excess of $2,500 for 2 person and 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.

ARTICLE 14
Seniority

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

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

ARTICLE 15
Uninterrupted Service

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

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

SECTION 3: In the event of a work stoppage, picketing, or any other curtailment by the Union or the employees covered hereunder, the Union by its officers and agents, shall immediately declare such work stoppage, picketing, or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and return to work. Copies of such written notices shall be immediately furnished to the City. The Union shall do everything in its power to obtain the return to work from said employees. Any violation of the requirements of this Article is grounds for immediate cancellation of this Agreement by the City.

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

ARTICLE 16
Compensation

SECTION 1: Salary Scale: The top step of the Sergeant's schedule shall be 15% more than the top step for the highest paid police officer. The top step of the Lieutenant's schedule shall be 15% more than the top step of the Sergeant's schedule. Each step below the top step in each schedule shall be 4.5% less than the step immediately above it.

Police Supervisors' Wage Schedule		**7/1/2015- 6/30/2018**					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	2.5%						
7/1/2015	Sargeants	27.82	29.13	30.50	31.94	33.44	35.02
	Lieutenants	31.99	33.50	35.07	36.73	38.46	40.27
	2.63%						
7/1/2016	Sargeants	28.55	29.89	31.30	32.78	34.32	35.94
	Lieutenants	32.83	34.38	36.00	37.69	39.47	41.33

Salary schedule for July 1, 2017 to June 30, 2018 to be generated based upon KPOA wage settlement.

Until the contract expires on June 30, 2018, this schedule shall be adjusted in accordance with the above formula when the top step of the police officers' schedule is adjusted, such adjustments to be effective on the same dates as they are effective for the Police Officers' bargaining unit.

In the event approval of this agreement occurs on or after July 1, 2015, all wages shall be paid retroactively not later than three (3) weeks following execution of the contract. This shall include any employees on the payroll on or after July 1st, 2015 including those who may retire or leave the employment of the City during this period of time.

SECTION 2: The City shall continue to have the duty and responsibility to evaluate performance of bargaining unit employees as well as to withhold the "annual" merit step increases if the City determines that necessary as a result of a performance evaluation. If the City does withhold a step increase as provided above, future or subsequent step anniversary dates for the same employee will not be changed by virtue of the original step increase delay.

SECTION 3: Employees with eighteen (18) or more years of service with the Keene Police Department who receive a satisfactory performance evaluation shall be entitled to an annual Two-Thousand Seven-Hundred Fifty-dollars ($2,750) performance bonus. Effective July 1, 2016, the performance bonus shall be Three-Thousand Dollars ($3,000.00). Such payment shall be made within the month of the anniversary of date of hire or rehire. The City and the Union shall agree to a list of all bargaining unit members and their length of service. It is agreed that this shall not be construed as a new step on the salary schedule.

SECTION 4: Master Supervisor. Effective July 1, 2015, a stipend shall be paid to those bargaining unit members who meet the following qualifications initially and on an on-going basis:

> Effective July 1, 2015, a physical fitness component shall not be required in order to receive the Master Supervisor's stipend as long as the state physical fitness requirements for certification in effect on July 1, 2015 do not change. In the event the requirements change, the physical fitness component[2] shall be required as stated in the 2009-2013 CBA, except for supervisors hired prior to July 1, 2000.
>
> Payment of the master supervisor stipend shall be made within three weeks of the employee's anniversary month, provided all criteria have been met. The master supervisor stipend shall not be considered a top step. Eligibility for payment of the Master Supervisor Stipend will on the next anniversary day of each employee after

[2] In the year preceding the qualifying anniversary, supervisors must have either passed the physical fitness test, or show evidence of participating in a health club fitness program an average of eight times per month during the year. The Police Chief may waive this requirement for up to one year on a showing of a temporary medical condition and a doctor's recommendation to not participate.

July 1, 2015. In the event the contract is approved on or after July 1, 2015, this provision shall be retroactive to July 1, 2015.

A. Supervisors must receive an overall rating of "professional" or better on their annual evaluation.

B. Supervisors, in addition to meeting the annual evaluation criteria stated in "A" and having completed eight (8) years of service with the Keene Police Department and possessing a bachelors level degree or higher with a major in a relevant field of study (criminal justice, business, public administration, or any of the behavioral sciences) are eligible for annual stipends as follows:

Completed Years of Service	Satisfactory Performance Evaluation	Master Supervisor payment
8	Yes	$400
9	Yes	$500
10	Yes	$1,200
11	Yes	$1,300
12	Yes	$1,400
13	Yes	$1,500
14	Yes	$1,600
15	Yes	$1,700
16	Yes	$1,800
17	Yes	$1,900

C. Supervisors, in addition to meeting the annual evaluation criteria stated in "A" and having completed nine (9) years of service with the Keene Police Department and possessing either an associates level degree in a related field of study (criminal justice, business, public administration, or any of the behavioral sciences) or having served two (2) years in the Armed Forces as a military police officer, or three (3) years of active service or six (6) years of service as a drilling member of the guard or reserve, are eligible for annual stipends as follows:

Completed Years of Service	Satisfactory Performance Evaluation	Master Supervisor payment
9	Yes	$400
10	Yes	$500

11	Yes	$1,300
12	Yes	$1,400
13	Yes	$1,500
14	Yes	$1,600
15	Yes	$1,700
16	Yes	$1,800
17	Yes	$1,900

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

Completed Years of Service	Satisfactory Performance Evaluation	Master Supervisor payment
14	Yes	$1,600
15	Yes	$1,700
16	Yes	$1,800
17	Yes	$1,900

SECTION 5: Twice each fiscal year the Police Chief shall designate a qualified person to administer a physical fitness test to members of the Department exclusively. The test shall be based on the current New Hampshire Police Standards and Training graduation standard, A supervisor will have passed the test when he/she performs at the graduation standard and shall be entitled to a two hundred and fifty dollar ($250.00) bonus for each time he/she passes the test. The parties agree to work cooperatively to have the physical fitness tests administered at such times to provide reasonable access by all members of the bargaining unit. This bonus is available as an additional amount for those employees who have qualified as Master Supervisor pursuant to Article 16, Section 4.

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

ARTICLE 17
Education

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

1. The course taken must relate to one (1) of the following: attainment of a recognized degree, improvement of skills for current positions, up-dating of technical knowledge, or preparation of employees for changes in duty requirements. Courses cannot be taken for recreational, miscellaneous or other reasons. To be eligible for tuition assistance, all proposed courses must receive the prior approval of the City Manager.

2. The college or school attended must be fully accredited.

3. The City may pay a portion up to seventy-five percent (75%) of the current tuition rate for courses at Keene State College or any accredited institution in the State of New Hampshire or up to seventy-five percent (75%) of the tuition cost at any out-of-state institution if approved in advance by the City Manager. The City will also pay up to seventy-five percent (75%) of the tuition rate at Keene High School or its equivalent on a similar basis.

4. For each two (2) courses supported in part by the City, the employee must agree to remain employed with the City for one (1) year after completion of the two- (2) courses. If the employee decided not to remain with the City or is dismissed, he/she must repay the City for its cost in the Tuition Plan.

5. Employees may be granted time off with pay for educational purposes if arrangements are approved by the Chief in advance.

6. All features of the Tuition Assistance Plan must be stipulated in an agreement signed in advance by the employee, Chief and the City Manager.

7. The agreement may provide for advance of the City share of tuition. If the employee fails to meet any of his/her responsibilities, said tuition must be refunded.

SECTION 2: Employees with ten (10) or more years of service with the Keene Police Department who receive a professional performance evaluation who have not satisfied the conditions necessary for the receipt of the Master Supervisor stipend in Article 16, Section 4 remain eligible to receive an annual educational bonus stipend for having earned degrees in the fields of criminal justice, public administration, business or any of the behavioral sciences:

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

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

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

ARTICLE 18
Reimbursable Details

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

SECTION 2: The system in effect under the terms of Article 8, Section 2, for assignment of reimbursable details shall be used, provided that any unfilled and/or unscheduled reimbursable details shall be filled by the supervisor by first calling such employee of the Police Department as he/she sees fit; provided further, however, that if the Supervisor feels that there is an emergency situation, reimbursable details shall be filled in any manner that the Supervisor determines.

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

SECTION 4: Except in the case of a bona fide and unavoidable emergency which could not have been foreseen, any individual who is assigned to or accepts a reimbursable detail must fill that detail as scheduled or notify the shift supervisor as to his/her reasons for not filling that detail at least six (6) hours prior to the start of the detail. In the event of an emergency as set forth in the preceding sentence, an individual who has been assigned to or has accepted a reimbursable detail must notify the shift supervisor as to his/her reasons for not filling that detail as soon as possible. Failure to notify the supervisor referred to above in the manner prescribed by the preceding two sentences or failure to fill the detail shall automatically disqualify that individual from the reimbursable detail roster for a period of two (2) weeks.

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

ARTICLE 19
Grievance Procedure

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

SECTION 1: An employee or the Union having a grievance must first take up the grievance with his/her immediate non-bargaining unit supervisor within ten (10) days of the date he/she

knew or should have known of the cause of his/her grievance. The immediate supervisor shall give his/her answer within five (5) calendar days.

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

SECTION 3: Failing adjustment by the parties referred to in Section 2, the grievant or the Union may, within five (5) calendar days after the date of the decision of the Chief or within eight (8) calendar days after the grievance has been presented to the Chief if no decision has been rendered, submit the written grievance referred to in Section 2 above to the City Manager. The City Manager will hold a hearing on the matter, if the grievant so chooses, and the City Manager will render his/her decision within five (5) calendar days from the close of the hearing.

SECTION 4: If the decision of the City Manager is not acceptable to the Union, the Union may, within ten (10) calendar days after the date of the City Manager's decision, or if no decision is rendered within fifteen (15) calendar days after the meeting at which the City Manager considered said grievance, submit the grievance to a mutually acceptable arbitrator. If no agreement is reached on a mutually acceptable arbitrator within twenty (20) calendar days after the grievance was first submitted to the City Manager, the Union shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) prospective arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Union and the City shall have the right to alternately strike a name from the panel, until only one name remains, which individual shall be the arbitrator. The determination of which side shall strike the first name shall be made by a coin toss. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives. The arbitrator shall submit his/her decisions in writing within thirty (30) days following the close of the hearing. Either party may appeal the arbitrator's award to the Superior Court in accordance with RSA 542.

The arbitrator shall not have the power to add to, ignore, or modify any of the terms and/or conditions of this Agreement. The arbitrator shall not have the power to hold hearings for more than one grievance (that is, multiple grievances before the same arbitrator will not be allowed) unless mutually agreed to by the parties. His/her decision shall not go beyond what is necessary for the interpretation and application of express provisions of the Agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of the rights granted or retained by this Agreement. The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay any expenses of witnesses who are called by them.

Excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in Article 2 of this Agreement entitled "Management Rights", or which question the use or application of any right over which the City or its designated agents have unilateral discretion.

SECTION 5: Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of Article 15 of this Agreement. Also excluded from arbitration is any matter otherwise subject to arbitration, but over, which the Union strikes, contrary to Article 15 of this Agreement. However, it is understood that should the City, in response to a violation of any of the prohibited activities enumerated in Article 15, UNINTERRUPTED SERVICE, take the "disciplinary" and/or "immediate cancellation of this Agreement" action as provided for in Article 15, that this contract Grievance Procedure including Arbitration as defined herein shall remain in effect for the sole and strictly limited purpose of allowing a procedural review and final determination of whether or not there had been any violation of any of the prohibited activities enumerated in Article 15.

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

SECTION 7: If the grievant or Union do not process the grievance within the time limits as set forth above, it shall be considered as dismissed. If a decision is not rendered within the time limits set forth above, the grievant may proceed to the next step of the grievance procedure or the grievance shall be considered waived.

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

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

ARTICLE 20
Miscellaneous

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

SECTION 2: The law books in the Police Department shall be available to employees twenty-four (24) hours a day. Said books shall be controlled by the supervisor of the shift.

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

SECTION 4: The Union agrees that the employees of the unit which it represents will individually and collectively perform loyal efficient service, that it will use its influence and best efforts to protect the effectiveness of the service rendered by the City, that it will safeguard the integrity of employee performance to the maximum extent possible, and that it will cooperate in promoting and advancing the morale of the employees and the welfare of the City. The Union is obligated to actively support the City's efforts to eliminate waste; conserve materials and supplies; uphold high standards of workmanship and safety practices; minimize absenteeism, tardiness, carelessness, and any other conditions which adversely affect or hamper the efficiency of the operations of the City, and encourage the submission of improvements and cost reduction ideas.

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

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

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

SECTION 8: Evaluations shall occur annually.

SECTION 9: Notification: Should the Union wish to make notification to the City, such notification shall be addressed to the Human Resource Director, 3 Washington Street, Keene New Hampshire 03431. Should the City wish to make notification to the Union, such notification shall be addressed to the Keene Police Department Supervisors' President and a copy mailed to AFT-NH, 785 Route 3A, Unit 102, Bow, NH 03304. The Union President shall be responsible for notifying the City of his/her election as President and proper mailing address for these purposes.

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

ARTICLE 21
Union Representation

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

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

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

ARTICLE 22
Duration

All provisions in this agreement shall be effective on July 1, 2015, provided that the Keene City Council has approved all cost items by that date. No cost item in this agreement will have retroactive effect unless it is specifically noted in the agreement and the retroactive cost of such provision is specifically approved by the City Council. The Agreement shall be in effect through June 30, 2018 and shall continue in effect from contract year to contract year thereafter unless amended, modified or terminated in accordance with this Article. Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing by registered mail between January 15th and February 15th of 2018 or any subsequent year of the contract. If such notice is given in accordance with the above by either party in 2018 or any subsequent year of the contract, the parties agree that it is their mutual objective to begin negotiations not later than March 15th of the year in which such notice is given.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals, this 24th day of August, 2015.

FOR THE CITY OF KEENE

John A. MacLean
City Manager

ATTEST: DEPUTY
~~Patricia A. Little~~ William S. Dow
City Clerk

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

Steve Tenney, President

APPENDIX A
Overtime Draw

1. A lottery system, which consists of a sealed container with, numbered pieces of paper inside. Each slip of paper having ONE number on it, the number of pieces of paper being the number of eligible officers.

2. The jobs available will be posted at 6:45 a.m. hours each Thursday morning and at that time the sealed container will be opened by one of the four union officers or a member of the union appointed by one of the four Union officers. Each officer present shall then pick one of the pieces of paper in such a fashion so that he/she does not look directly into the container in doing so. The number on the piece of paper then becomes his/her number and the order in which he/she will be allowed to participate in the selection of overtime jobs that are posted. An officer who cannot be present at exactly 6:45 a.m. hours may have another eligible officer choose for him/her at the time of drawing.

3. The officer who is then in charge of the drawing shall call off a series of numbers starting with the number "l" and so on. The officer with the lowest number will be allowed to choose from the posted jobs first. The officer with the next lowest number will choose next and so on until all the posted jobs are filled.

4. A secondary list shall be kept by the officer in charge of the drawing, which shall have on it all the numbers in the container and the names of the officers who choose those numbers. In the event that an officer has picked a number but cannot work any of the available jobs due to his/her shift or a previously scheduled event; or if the number he/she has chosen is one such that all the jobs available are filled when his/her turn has come up - the officer's name remains on the secondary list and any new jobs which come up during the work week, those officers whose names are still on the secondary list will be called by the dispatcher in the order of number that they picked at the time of the drawing and offered that job. If they refuse that offer, their name is removed from the secondary list and they must wait until the following week to redraw.

5. If there are still jobs available by 7:00 a.m. hours Sunday morning, Auxiliary Officers will be able to sign up.

6. When possible, the overtime list will be published at about 5:00 p.m. on the day prior to the morning of the overtime drawing as specified within.

7. The actual drawing will be held at 6:45 a.m.

8. Any uncompleted overtime roster will be selected by starting with the numerically highest lottery number first.

9. Any officer designated by an eligible officer to serve as a proxy for such officer at the weekly overtime lottery draw will be limited to just one overtime choice while serving as proxy. The exception to this rule shall be in the case of any eligible officer who works for the department past the time of 12:01 a.m. on the morning of the lottery draw. In this case, the proxy for such officer will be afforded, as many choices as is desired in accordance with the remainder of the lottery system rules.

The Harvard Pilgrim Best Buy HMO

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2015 — 06/30/2016

Coverage for: Individual + Family | **Plan Type:** HMO

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or **plan** document at **www.harvardpilgrim.org** or by calling **1-888-333-4742**.

Important Questions	Answers	Why this matters:
What is the overall deductible?	$2,000 per member per calendar year/ $6,000 per family per calendar year The **deductible** applies to benefits cited in the chart starting on Page 3 , for other benefits see your **Plan** document.	You must pay all the costs up to the **deductible** amount before this **plan** begins to pay for covered services you use. Check your policy or **plan** document to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the **deductible**.
Are there other deductibles for specific services?	**Durable Medical Equipment Deductible:** $100 per member per calendar year	You must pay all of the costs for these services up to the specific **deductible** amount before this **plan** begins to pay for these services.
Is there an out–of–pocket limit on my expenses?	Yes. $3,000 per member per calendar year/ $7,000 per family per calendar year Separate out-of-pocket limit applies to Pharmacy, see "If you need drugs to treat your illness or condition".	The **out-of-pocket** limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you **plan** for health care expenses.
What is not included in the out–of–pocket limit?	Please see your Schedule of Benefits for out-of-pocket maximum exclusions for your plan.	Even though you pay these expenses, they don't count toward the **out–of–pocket limit**.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 3 describes any limits on what the **plan** will pay for *specific* covered services, such as office visits.

Important Questions	Answers	Why this matters:
Does this plan use a network of providers?	Yes. For a list of **preferred providers**, see **www.harvardpilgrim.org** or call **1-888-333-4742**.	If you use an in-**network** doctor or other health care **provider**, this **plan** will pay some or all of the costs of covered services. Be aware, your in-**network** doctor or hospital may use an out-of-**network provider** for some services. **Plans** use the term in-**network**, preferred, or participating for **providers** in their **network**. See the chart starting on page 3 for how this **plan** pays different kinds of **providers**.
Do I need a referral to see a specialist?	Yes, some exceptions apply.	This plan will pay some or all of the costs to see a **specialist** for covered services but only if you have the plan's permission before you see the **specialist**.
Are there services this plan doesn't cover?	Yes.	Some of the services this **plan** doesn't cover are listed on page 7 . See your policy or **plan** document for additional information about **excluded services**.

- Co-payments are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- Co-insurance is your share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the **plan's allowed amount** for an overnight hospital stay is $1,000, your co-insurance payment of 20% would be $200. This may change if you haven't met your deductible.
- The amount the **plan** pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called balance billing.)
- This **plan** may encourage you to use participating **providers** by charging you lower deductibles, co-payments and co-insurance amounts.

Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$20 Copayment per visit	Not covered	None
	Specialist visit	$20 Copayment per visit	Not covered	None
	Other practitioner office visit	$20 Copayment per visit	Not covered	Cost sharing may vary for certain practitioners.
	Preventive care/screening/immunization	No charge	Not covered	None
If you have a test	Diagnostic test (x-ray, blood work)	No charge	Not covered	None
	Imaging (CT/PET scans, MRIs)	Deductible, then no charge	Not covered	PET scans covered at no charge.
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at **www. harvardpilgrim.org**.	Most generic drugs	**Retail Pharmacy Tier 1:** No charge **Mail Order Pharmacy Tier 1:** No charge **Retail Pharmacy Tier 2:** $10 Copayment **Mail Order Pharmacy Tier 2:** $10 Copayment		**Pharmacy Out-of-pocket limit:**. $3,000 per member per calendar year / $6,000 per family per calendar year – Retail Pharmacy – limited to 30 day supply per refill – Mail Order Pharmacy – limited to 90 day supply per refill
	Preferred brand drugs	**Retail Pharmacy Tier 3:** $30 Copayment **Mail Order Pharmacy Tier 3:** $30 Copayment		Same as above.
	Non-preferred brand drugs	**Retail Pharmacy Tier 4:** $50 Copayment **Mail Order Pharmacy Tier 4:** $50 Copayment		Some generic drugs are in this tier. Same as above.

Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
	Specialty drugs	All drugs are covered in Retail Pharmacy and Mail Order Pharmacy Tiers 1 — 4		Must be obtained through a Specialty Pharmacy.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible, then no charge	Not covered	None
	Physician/surgeon fees	Deductible, then no charge	Not covered	None
If you need immediate medical attention	Emergency Room Services	$150 Copayment per visit This Copayment is waived if admitted to the hospital directly from the emergency room.	Same As Participating **Provider**	None
	Emergency Medical Transportation	Deductible, then no charge	Same As Participating **Provider**	None
	Urgent Care	$75 Copayment per visit	Same As Participating **Provider**	Services with non-participating providers are only covered outside of the service area.
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible, then no charge	Not covered	None
	Physician/surgeon fee	Deductible, then no charge	Not covered	None
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	**Group Therapy:** $10 Copayment per visit **Individual Therapy:** $20 Copayment per visit	Not covered	None
	Mental/Behavioral health inpatient services	No charge	Not covered	None
	Substance use disorder outpatient services	**Group Therapy:** $10 Copayment per visit **Individual Therapy:** $20 Copayment per visit	Not covered	None
	Substance use disorder inpatient services	No charge	Not covered	None

Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
If you are pregnant	Prenatal and postnatal care	No charge	Not covered	None
	Delivery and all inpatient services	Deductible, then no charge	Not covered	None
If you need help recovering or have other special health needs	**Home health care**	No charge	Not covered	None
	Rehabilitation services (Inpatient)	Deductible, then no charge	Not covered	– Limited to 100 days per calendar year Day limits combined with **Skilled nursing care**.
	Habilitation services (Outpatient)	$20 Copayment per visit	Not covered	– Physical Therapy – limited to 25 visits per calendar year – Occupational Therapy – limited to 25 visits per calendar year Physical and Occupational visit limits are combined per calendar year – Speech Therapy – limited to 25 visits per calendar year
	Skilled nursing care	Deductible, then no charge	Not covered	– Limited to 100 days per calendar year Day limits combined with **Rehabilitation services**.
	Durable medical equipment	**Durable Medical Equipment** and Prosthetic Devices Deductible, then 20% Coinsurance	Not covered	None
	Hospice services	No charge	Not covered	If inpatient services are required, please see "If you have a hospital stay".

Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
If your child needs dental or eye care	Eye exam	$20 Copayment per visit	Not covered	– Limited to 1 exam per calendar year You may have other coverage under a Vision Rider.
	Glasses	Not covered	Not covered	You may have other coverage under a Vision Rider.
	Dental check-up	Not covered	Not covered	You may have other coverage under a Dental Rider.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)
• Infertility Treatment • Long-Term (Custodial) Care • Most Cosmetic Surgery • Most Dental Care (Adult) • Non-emergency care when traveling outside the U.S. • Private-duty nursing • Routine foot care • Weight Loss Programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)
• Acupuncture • Bariatric Surgery • Chiropractic Care • Hearing Aids • Routine eye care (Adult)

Your Rights to Continue Coverage:

Individual health insurance -

Federal and State laws may provide protections that allow you to keep this health insurance coverage as long as you pay your **premium**. There are exceptions, however, such as if:

- You commit fraud
- The insurer stops offering services in the State
- You move outside the coverage area

For more information on your rights to continue coverage, contact the insurer at **1–800–333–4742**. You may also contact your state insurance department at:

OR

Group health coverage -

If you lose coverage under the **plan**, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the **plan**. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the **plan** at **1–800–333–4742**. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or **www.dol.gov/ebsa**, or the U.S. Department of Health and Human Services at **1-877-267-2323 x61565** or **www.cciio.cms.gov**

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your **plan**, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact:

HPHC Member Appeals-Member Services Department
Harvard Pilgrim Health Care of New England, Inc.
1600 Crown Colony Drive
Quincy, MA 02169
Telephone: 1-888-333-4742
Fax: 1-617-509-3085

Department of Labor's Employee Benefits Security Administration
1-866-444-3272
www.dol.gov/ebsa/healthreform

New Hampshire Insurance Department
21 Fruit Street, Suite 14
Concord, NH 03301
1-800-852-3416
www.nh.gov/insurance
consumerservices@ins.nh.gov

Para obtener asistencia en Español, llame al 1-888-333-4742.

如果需要中文的帮助，请拨打这个号码 1-888-333-4742.

De assistência em Português, por favor ligue 1-888-333-4742.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

These examples show how this **plan** might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different **plans**.

This is not a cost estimator.

Don't use these examples to estimate your actual costs under this **plan**. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby
(normal delivery)

- **Amount owed to providers: $7,540**
- **Plan pays: $5,390**
- **Patient pays: $2,150**

Sample care costs:

Hospital charges (mother)	$2,700
Routine obstetric care	$2,100
Hospital charges (baby)	$900
Anesthesia	$900
Laboratory tests	$500
Prescriptions	$200
Radiology	$200
Vaccines, other preventive	$40
Total	**$7,540**

Patient pays:

Deductibles	$2,000
Co-pays	$0
Co-insurance	$0
Limits or exclusions	$150
Total	**$2,150**

Managing type 2 diabetes
(routine maintenance of a well-controlled condition)

- **Amount owed to providers: $5,400**
- **Plan pays: $4,420**
- **Patient pays: $980**

Sample care costs:

Prescriptions	$2,900
Medical Equipment and Supplies	$1,300
Office Visits and Procedures	$700
Education	$300
Laboratory tests	$100
Vaccines, other preventive	$100
Total	**$5,400**

Patient pays:

Deductibles	$0
Co-pays	$900
Co-insurance	$0
Limits or exclusions	$80
Total	**$980**

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health **plan**.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any **member** covered under this **plan**.
- **Out-of-pocket** expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **co-payments**, and **co-insurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ No. Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health **plan** allows.

Can I use Coverage Examples to compare plans?

✓ Yes. When you look at the Summary of Benefits and Coverage for other **plans**, you'll find the same Coverage Examples. When you compare **plans**, check the "Patient Pays" box in each example. The smaller that number, the more coverage the **plan** provides.

Are there other costs I should consider when comparing plans?

✓ Yes. An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in **out-of-pocket** costs, such as **co-payments**, **deductibles**, and **co-insurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay **out-of-pocket** expenses.

DELTA DENTAL

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

City of Keene

Group Number: 420

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

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

1/09

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.

Welcome to Anthem Life! Good news—your insurance coverage is easy to understand. This benefit summary gives a basic outline of your insurance coverage including benefits that can be used now, and much more!

APPENDIX D

AnthemLife

Group Long Term Disability Insurance

City of Keene – Class 4

Union Fire/Police

How would your family meet its day-to-day financial obligations if you faced a serious disability and were unable to work? Group Long Term Disability Insurance answers that concern by providing income if your finances are ever interrupted because of a disability. Please review your benefit certificate for specific plan details, eligibility definitions, limitations and exclusions.

Group long term disability benefit amount

60% of monthly earnings up to a maximum monthly benefit of $4,000.

The benefit amount is the payment you may receive if you become disabled. See your benefit certificate for specific information about how your benefit is calculated, including offsets and deductions from your benefit.

Elimination period

The elimination period is how long you must be disabled before benefits begin. The elimination period is 90 days.

Benefit duration

If needed, your benefits will be paid to normal Social Security retirement age.

Note: Please see your certificate for specific maximum payment durations based on age at the time of disability. Benefits paid at the time you are disabled may vary from the benefit duration period shown.

Partial disability benefits

If you are able to return to work part-time, you may still receive a portion of your long term disability benefit to help fill the gap in your income.

Survivor benefit

If you pass away after receiving Long Term Disability benefits for at least 180 consecutive days, and are receiving benefits at the time of your death, a lump-sum payment benefit will be paid to your beneficiary. The Survivor Benefit is equal to three times your monthly benefit.

Vocational rehabilitation

We may provide services, such as vocational testing and training, job modifications and job placement to help you return to active employment if you suffer a disability.

Social Security assistance

If you are receiving long term disability benefits, we will help you apply for Social Security and, if necessary, offer guidance through the appeal process.

Resource Advisor

This support program comes with your long term disability coverage to give you and your family private access to work/life resources, at no additional cost to you, including: counseling sessions for qualifying events; identity theft victim recovery services; legal and financial consultations; toll-free, 24/7 phone consultations and referrals from anywhere in the United States; and unlimited access to Resource Advisor online resources at www.resourceadvisor.anthem.com, program name "anthemresourceadvisor". You can also access Resource Advisor benefits by calling (888) 209-7840.

SpecialOffers@Anthem[sm]

This program gives you and your family money saving discounts on products and services that promote better health and well-being. To find out more about SpecialOffers@Anthem[sm] discounts and benefits, go to anthem.com/specialoffers.

Pre-existing conditions

A pre-existing condition is an illness or injury for which you received treatment or where symptoms were present within 3 months prior to your effective date of coverage. A disability that begins in the first 12 months after your effective date will not be covered if it results from a pre-existing condition.

This is not a contract. It is a partial listing of benefits and services that is dependent on the Plan Options chosen. This benefit overview is only one piece of your entire enrollment package. All benefits and services are subject to the conditions, limitations, exclusions and provisions listed in the contract documents: the Certificate, Policy, and/or Trust Agreement for this product. In the event of a conflict between the contract documents and this benefits description, the contract documents will prevail. If you have any questions, please contact your Human Resources/Benefits manager.

Exclusions and limitations are listed in detail in the certificate, policy or trust agreement that applies to this product.

Disability insurance benefits provided under Certificate Form Number DLS A NY 0205 C. The expected benefit ratio for the Disability policies is 60%. This ratio is the portion of future premiums which the company expects to return as benefits, when averaged over all people with this policy.

Life and Disability products underwritten by Anthem Life Insurance Company. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc.