MASTER AGREEMENT

BETWEEN

THE

Keene Police Department Supervisors
Teamsters Local 603

AND

THE

CITY OF KEENE, NH

JULY 1, 2022 – JUNE 30, 2026

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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, Teamsters Local 633 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 a **Teamsters** 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: Employer shall make the deduction required herein and shall remit monthly the aggregate amount deducted to the Treasurer, Keene Police Department Supervisors, Teamsters Local 633 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
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

SECTION 2: Each employee shall he paid ten (10) hours of 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 paycheck or a prorated payment shall be made upon termination of employment.

SECTION 3: Notwithstanding the provisions 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 (8) 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 he unreasonably withheld.

SECTION 6: Subject to emergency needs as determined by the on-duty supervisor, supervisors on duty shall be provided with one (1), forty-five (45) minute meal break and two (2), fifteen (15) minute breaks in every ten (10) hour shift. If an employee is scheduled to work less than a ten (10) hour shift, he/she shall he 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 (24) hour period.

ARTICLE 7A
Shift Bid

Shift assignments for supervisors assigned to patrol shall be posted four (4) times a year with each posting being for a period of twelve (12) weeks.[1] The Police Chief or his/her designee shall post each new period eight (8) weeks prior to its commencement. The shifts shall be based on a standard workweek of four (4), ten (10) hour days followed by three (3) days off.

Supervisors shall select their preferred shift based on seniority in rank, with the most senior supervisor officer selecting first. All selections must be made, and the posting returned four (4) 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.

[1] Consistent with past practice, the shift bid shall include that days off will be changed at the six (6) week mark.

Special Services Lieutenant, Investigations Lieutenant, Prosecutor Sergeant, and Day Shift Lieutenant shall be exempt from the shift bid process. The City, to the best of its ability, will have another supervisor on duty at all times that the appointed day shift Lieutenant is on their regularly scheduled duty day to provide supervision to the day shift patrol officers. This may be accomplished by having the regularly scheduled Sergeant present for duty or filled on an over time basis if the regularly schedule Sergeant is on vacation, personal, sick leave or training event. Though not the primary choice, this obligation may also be covered by using another staff supervisor, such as the Police Prosecutor, Detective, or Special Services Lieutenant to fill shorter voids in the shift.

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 he 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 (3) 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 he placed on the ordered list.

SECTION 4: A police supervisor who is required to make a court appearance on the supervisor's day off but who finds that his/her required court appearance has been cancelled shall be paid for three (3) hours if notice of the cancellation is not provided to the employee's home by at least 9:00 pm, two (2) calendar days prior to the scheduled Court date. However, the City may give notice by email or text notification to the supervisor's cell phone. A supervisor can be required to provide the cell phone information to the department for purpose of notification pursuant to this provision of the contract. The rate of pay shall be at the supervisor's overtime rate. If the City determines that the supervisor made the appearance for which the court denies payment through the officer's own oversight, then the City may deny payment.

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 turnover 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 (1) 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 (1) 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 he entitled to fifty (50) hours paid vacation leave. Beginning with the first anniversary date, such an employee shall accrue paid vacation days at a rate of 8.33 hours per month of continued employment. On the seventh (7^{th}) anniversary the accrual rate for the basic work week shall increase to 12.5 hours per month. On the fifteenth (15^{th}) anniversary, the rate shall increase to 16.667 hours 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 three hundred (300) vacation hours. Vacation hours earned in excess of three hundred (300) hours, but not taken, shall be lost. The Chief and/or the City Manager may in their sole and absolute discretion allow vacation accumulation beyond three hundred (300) hours, provided, however, that the granting or denial of any such additional accumulation will not be subject to the grievance or arbitration procedure set forth in Article 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 ten (10) hours per month for sick leave which shall start being earned after the first (1st) 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 eighteen hundred (1800) hours provided that said employees earn the sick leave time based on the following schedule:

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

SECTION 2: PERSONAL LEAVE: Unit employees shall receive ten (10) hours of Personal Leave for each three (3) month period during which they use no sick leave. The following three (3) month measurement periods are established for the purposes of determining eligibility for award of this leave benefit:

January 1 to March 31 — April 1 to June 30
July 1 to September 30 — October 1 to December 30

Award of personal leave hours shall occur following the processing of all payrolls for an established measurement period. Any such earned Personal Leave Hours must be taken prior to the end of the calendar year (December 31) or end of the fiscal year (June 30) or they will be lost. Such earned Personal Leave Hours may be taken when approved in advance by the Department. Use of 20 of more hours needs to be requested two (2) weeks

prior to the requested days off, use of 10 hours needs to be requested one (1) week prior to the requested day(s) off. The use of such earned Personal Leave Hours will not be charged to accumulated sick leave and such earned Personal Leave Hours will not count toward vacation accumulation.

Transition: The existing methodology for awarding personal leave hours based on non-overlapping periods (see Appendix E) until the city transitions payroll from Pentamation (legacy system) to successor system (MUNIS). To accommodate adjusting from individual eligibility periods to the periods established above, following the processing of the last payroll in Pentamation and the processing of the first payroll in MUNIS, all eligible unit employees will be allocated 10 hours of personal leave.

SECTION 3: SICK LEAVE TO VACATION LEAVE: When an employee has an accumulation of three-hundred sixty (360) hours of sick leave at his/her employment anniversary date, he/she may annually transfer to vacation up to fifty (50) hours of those sick leave hours that are in excess of three-hundred sixty (360) sick leave hours, after first deducting any sick leave hours taken in the previous twelve (12) months.

SECTION 4: Any unit employee who retires shall be paid 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 workers' 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 workers compensation payments and the City's payment under this section exceed the Association member's regular base pay at the time of the injury. Additionally, in the event that an Association member uses sick time in connection with an injury suffered in the line of duty, such use of sick time will not prevent the Association member's accrual of personal leave time, or the Association member's conversion of sick time to vacation time provided all other terms of the City's policy are met.

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

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 Seven Hundred Dollars ($700). Such payment shall be prorated for officers who were in those positions for less than one (1) year. Payment of the clothing allowance shall be made in a single payment in June of each fiscal year.

SECTION 5: Necessary uniforms, equipment and footwear which have been determined by the Chief or designee to have been damaged in the line of duty will be repaired or replaced by the City at no charge to the employee. Each employee shall be reimbursed, upon submission of receipt(s), up to no more than $300 annually for the purchase of footwear, cold weather gear (gloves, socks, thermal underwear) and protective gloves which are suitable for use during the course of duty. It is expected that all employees shall maintain a pair of patrol boots. Employees shall be responsible for their own purchase(s). Said payment shall be made in a separate check to the employee.

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 able to pass inspection. 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 Anthem as outlined in Appendix B "ABSOS Option I" and a provider network substantially equivalent to that available through Anthem 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' prior written notice to making any changes in carrier, network provider and/or third party administrator.

Effective July 1, 2023, the City will pay an amount equal to ninety-one percent (91%) of the cost of the ABSOS Option I plan. Employees selecting any other option made available by the City will be response for the cost differential between that option and ninety-one (91%) of the ABSOS Option I plan. In the event that ninety-one percent (91%) of the ABSOS Option I plan exceeds one hundred percent of the cost of any other option offered by the City, no monies will be owed the bargaining unit member.

Effective July 1, 2024, the City will pay an amount equal to ninety percent (90%) of the cost of the ABSOS Option I plan. Employees selecting any other option made available by the City will be response for the cost differential between that option and ninety (90%) of the ABSOS Option I plan. In the event that ninety percent (90%) of the ABSOS Option I plan exceeds one hundred percent of the cost of any other option offered by the City, no monies will be owed the bargaining unit member.

Effective July 1, 2025, the City will pay an amount equal to eighty-nine percent (89%) of the cost of the ABSOS Option I plan. Employees selecting any other option made available by the City will be response for the cost differential between that option and eighty-nine (89%) of the ABSOS Option I plan. In the event that eighty-nine percent (89%) of the ABSOS Option I plan exceeds one hundred percent of the cost of any other option offered by the City, no monies will be owed the bargaining unit member.

SECTION 3: If the bargaining unit member so chooses, he/she may elect, upon the receipt by the City of written verification the benefit is received by some other means, to receive taxable income in the amount of Five Thousand Dollars ($5,000) effective July 1, 2018 in lieu of the City Health Insurance Benefit. Effective July 1, 2020, this amount

shall be increased to Seven Thousand Dollars ($7,000). This amount shall be distributed in a lump sum payment at the end of the year, or a prorated amount shall he 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 (1) 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 ABSOS Option I plan:

ABSOS Option I Plan
The City shall reimburse annual medical plan deductibles in excess of $500 for individuals; annual medical plan deductibles in excess of $1000 for 2-person coverage: and annual medical plan deductibles in excess of $1,500 for 3 or more-person coverage for all members enrolled in this plan. The City shall also reimburse employees $20 of any $40 specialist copay and generic prescription copays up to $10 incurred by a covered individual.

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 (2) 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 I shall be used as a final determination. Seniority for Sergeants shall be determined by promotion dates, and if two (2) 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:

Police Supervisors' Wage Schedule 7/1/2022- 6/30/2026

Effective July 1, 2022 COLA 2%	Step 1	Step 2	Step 3
Sergeant (KPS1)	$37.28	$39.04	$40.87
Lieutenant (KPS2)	$42.85	$44.88	$47.00

Effective July 1, 2023 COLA 3%	Step 1	Step 2	Step 3
Sergeant (KPS1)	$38.40	$40.21	$42.10
Lieutenant (KPS2)	$44.14	$46.23	$48.41

Effective July 1, 2024 COLA 3%	Step 1	Step 2	Step 3
Sergeant (KPS1)	$39.55	$41.41	$43.36
Lieutenant (KPS2)	$45.46	$47.61	$49.86

Effective July 1, 2025 COLA 2.5%	Step 1	Step 2	Step 3
Sergeant (KPS1)	$40.54	$42.45	$44.44
Lieutenant (KPS2)	$46.60	$48.80	$51.11

In the event approval of this agreement occurs on or after July 1, 2022, 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 1, 2022, 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 performance bonus in the amount of Three Thousand Dollars ($3,000). Such payment shall he 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 he 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 he made within three (3) weeks of the employee's anniversary month, provided all criteria have been met. The master supervisor stipend shall not he considered a top step. Eligibility for payment of the Master Supervisor Stipend will on the next anniversary day of each employee after July 1, 2022. In the event the contract is approved on or after July 1, 2022, this provision shall be retroactive to July 1, 2022.

[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 (8) times per month during the year. The Police Chief may waive this requirement for up to one (1) year on a showing of a temporary medical condition and a doctor's recommendation to not participate.

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 bachelor's level degree or higher are eligible for annual stipends as follows:

Completed Years of Service	Satisfactory Performance Evaluation	Master Supervisor Payment FY23	Master Supervisor Payment FY25
8	Yes	$450	$550
9	Yes	$550	$650
10	Yes	$1,300	$1,400
11	Yes	$1,400	$1,500
12	Yes	$1,500	$1,600
13	Yes	$1,600	$1,700
14	Yes	$1,700	$1,800
15	Yes	$1,800	$1,900
16	Yes	$1,900	$2,000
17	Yes	$2,000	$2,100

C. 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 either an associates level degree or having served two (2) years in the Armed Forces as a military police officer, or three (3) years of active service or six (6) years of service as a drilling member of the guard or reserve, are eligible for annual stipends as follows:

Completed Years of Service	Satisfactory Performance Evaluation	Master Supervisor Payment FY23	Master Supervisor Payment FY25
8	Yes	$450	$550
9	Yes	$550	$650
10	Yes	$1,300	$1,400
11	Yes	$1,400	$1,500
12	Yes	$1,500	$1,600
13	Yes	$1,600	$1,700
14	Yes	$1,700	$1,800
15	Yes	$1,800	$1,900
16	Yes	$1,900	$2,000
17	Yes	$2,000	$2,100

D. Supervisors, in addition to meeting the annual evaluation criteria stated in A and having completed twelve (12) 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 FY23	Master Supervisor Payment FY25
12	Yes	$1,500	$1,600
13	Yes	$1,600	$1,700
14	Yes	$1,700	$1,800
15	Yes	$1,800	$1,900
16	Yes	$1,900	$2,000
17	Yes	$2,000	$2,100

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 Three Hundred Fifty Dollar ($350.00) 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:

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

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 plus $2.00 per hour with a minimum of three (3) hours pay guaranteed for reimbursable details that are worked.

SECTION 2: The system in effect under the terms of Article 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 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 tendered, 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 he 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 he 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 thirty (30) hours of leave for a death in the immediate family. Immediate family is defined as spouse, child, stepchild, parent, step-parent, brother, sister, father-in-law, mother-in-law, grandchild, grandparent 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 he 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 he addressed to the Keene Police Department Supervisors' President and a copy mailed to Teamsters Local 633, 53 Goffstown Rd Manchester, NH 03120. 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 forty (40) hours of paid leave 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, 2022, 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, 2026, 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 2026, or any subsequent year of the contract. If such notice is given in accordance with the above by either

party in 2026, 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 2nd of March, 2023.

FOR THE CITY OF KEENE

By: _____
Elizabeth A. Dragon, City Manager

ATTEST: _____
Patty Little, City Clerk

FOR The Keene Police Department Supervisors, Teamsters Local 633

By: _____
Christopher Simonds, 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 he 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 he 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 he 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.

HealthTrust

Anthem BlueCross BlueShield

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

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

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

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

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

** For non-emergency services furnished by an out-of-network provider within an in-network facility, Your cost will be the in-network cost, unless you are provided notice and give your consent. Please refer to Your Subscriber Certificate for details.

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

†† For out-of-network emergency services, Your cost will be the in-network cost, except for some post stabilization services for which you are provided notice and give consent. Please refer to Your Subscriber Certificate for details.

** For non-emergency services furnished by an out-of-network provider within an in-network facility, Your cost will be the in-network cost, unless you are provided notice and give your consent. Please refer to Your Subscriber Certificate for details.

	YOUR COST
V. Behavioral Health Care (Mental Health and Substance Use Care)	
Outpatient/Office/Telemedicine/Online Visits	
Mental Health Visits: Unlimited Medically Necessary visits **Substance Use Care Visits:** Unlimited Medically Necessary visits (including detoxification and substance use rehabilitation services) **Applied Behavioral Analysis:** Unlimited Medically Necessary visits for treatment of pervasive developmental disorder or autism.	Visit Copayment or Specialty Visit Copayment**
Partial Hospitalization and Intensive Outpatient Treatment Programs	
Mental Disorders: Unlimited Medically Necessary care **Substance Use Disorders:** Unlimited Medically Necessary care for rehabilitation and detoxification	You pay $0**
Inpatient Care	
Mental Disorders: Unlimited Medically Necessary Inpatient days **Substance Use Disorders:** • Medical detoxification days - Unlimited Medically Necessary Inpatient days • Substance Use Disorder rehabilitation - Unlimited Medically Necessary Inpatient days	Standard Deductible**
VI. Prescription Eyewear	
N/A	

** For non-emergency services furnished by an out-of-network provider within an in-network facility, Your cost will be the in-network cost, unless you are provided notice and give your consent. Please refer to Your Subscriber Certificate for details.

Northeast Delta Dental
One Delta Drive
PO Box 2002
Concord, NH 03302-2002
Customer Service:
1-800-832-5700

Outline of Benefits
CITY OF KEENE
Group Number: 420-5000

For more information on your benefits, please refer to your Dental Plan Description (DPD) or Summary Plan Description (SPD).

Benefit Period: January 1 through December 31

Benefit percentages paid by Northeast Delta Dental after any applicable Waiting Periods and/or Copayments:

Diagnostic & Preventive (Coverage A)	100%
Basic (Coverage B)	80%
Major (Coverage C)	50%
Orthodontics (Coverage D)	50%

Maximum Benefits: $1,000 per person per benefit period excluding Orthodontics.
Orthodontic benefits have a separate lifetime maximum of $1,000 per child through age 19.

Deductibles: None

Office Visit Copayments: None

Waiting Periods:
Basic Benefits: No waiting period.
Major Benefits: No waiting period.
Orthodontic Benefits: No waiting period.

Dependent Age Limits:
Dependent Children are covered up to age 26.

Double-Up Max℠: Not applicable

To the extent of any provision in this Outline of Benefits conflicts with a provision in the Dental Plan Description or Summary Plan Description, the provision in the Dental Plan Description or Summary Plan Description shall supersede and take precedence.

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.

APPENDIX E

EXISTING METHODOLOGY – PERSONAL LEAVE

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

This provision will sunset when the City transitions from Pentamation (legacy system) to processing its first payroll in the new software system (MUNIS).