MASTER AGREEMENT

BETWEEN

THE

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

AND

THE

CITY OF KEENE, NH

JULY 1, 2018 – JUNE 30, 2022

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.

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 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 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.

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 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

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 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 anniversary the accrual rate for the basic workweek shall increase to 12.5 hours per month. On the fifteenth anniversary, the rate shall increase to 16.667 hours per month.

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 be 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 be charged to accumulated sick leave and such earned Personal Leave Hours will not count toward vacation accumulation.

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 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

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.

Effective July 1, 2018, the City will pay an amount equal to ninety-four percent (94%) of the cost of the low plan (Option "I").

Effective July 1, 2019, the City will pay an amount equal to ninety-three percent (93%) of the cost of the low plan (Option "I").

Effective July 1, 2020, the City will pay an amount equal to ninety-two percent (92%) of the cost of the low plan (Option "I").

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 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 be distributed to said

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.

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 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

[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.

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 (l) 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 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

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 thirty (30) hours 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.

other party in writing by registered mail between January 15th and February 15th of 2022 or any subsequent year of the contract. If such notice is given in accordance with the above by either party in 2022 or any subsequent year of the contract, the parties agree that it is their mutual objective to begin negotiations not later than March 15th of the year in which such notice is given.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals, this 28 day of June _____, 2018.

FOR THE CITY OF KEENE

Elizabeth A. Dragon, City Manager

ATTEST:
Patricia A. Little
City Clerk

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

Christopher Simonds, President

Harvard Pilgrim Health Care *of New England*

APPENDIX B

New Hampshire

The Harvard Pilgrim Best Buy HMO

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

Coverage Period: 07/01/2017 — 06/30/2018

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/LGsampleEOC** 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.

- 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, MRA and Nuclear medicine services are covered in full.
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at **www.harvardpilgrim.org/2016Premium4T**.	Most generic drugs	**30-Day Supply Retail Pharmacy Tier 1:** No charge **90-Day Supply Retail Pharmacy Tier 1:** No charge **90-Day Supply Mail Order Pharmacy Tier 1:** No charge **30-Day Supply Retail Pharmacy Tier 2:** $10 Copayment **90-Day Supply Retail Pharmacy Tier 2:** $30 Copayment **90-Day Supply Mail Order Pharmacy Tier 2:** $10 Copayment		None
	Preferred brand drugs	**30-Day Supply Retail Pharmacy Tier 3:** $30 Copayment **90-Day Supply Retail Pharmacy Tier 3:** $90 Copayment **90-Day Supply Mail Order Pharmacy Tier 3:** $30 Copayment		Some generic drugs are in this tier.

Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
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
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.

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 • Services that are not Medically Necessary • 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)

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**

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 C

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℠

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℠ discounts and benefits, go to anthem.com/specialoffers.