

# **AN AGREEMENT BETWEEN THE**

**Keene Police Officers Association  
AFT Local #6246, AFT-NH, AFL-CIO**

**and**

**City of Keene, New Hampshire**

**July 1, 2017– June 30, 2021**

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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 Officers Association, AFT-NH, AFT Local, #6246 is hereinafter referred to as the "Association".

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

## **ARTICLE 1** **Unit Description**

**SECTION 1:** 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: Police Officers. All other job classifications and employees of the Keene Police Department shall be excluded.

## **ARTICLE 2** **Management Rights**

**SECTION I:** The City Council and/or 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**

**SECTION 1:** The parties agree that members of the bargaining unit shall have such rights as are set forth in New Hampshire R.S.A. Chapter 273-A as same now exist or as said Chapter may be amended in any way in the future.

**SECTION 2:** The Steward or his/her designee shall be permitted to process grievances during their scheduled hours of duty, provided that the amount of time in which officers are engaged in such activities is reasonable and it does not interfere with the response to an emergency situation, and further provided that this work will not cause the Steward, his/her designee or other members of the department to incur overtime unless approved by the chief.

**SECTION 3:** Every effort will be made to schedule negotiations at a time which does not conflict with the scheduled duty of employees who are members of the Association's collective bargaining unit negotiations team. Should a collective bargaining session be scheduled during a time when members of the Association's negotiating team are scheduled for duty, at the discretion of the Chief, up to a maximum of two unit members will be permitted to participate in the negotiations without loss of pay.

**SECTION 4:** The president of the Association and/or his/her designees will be entitled to a total of ten (10) hours of paid time off per year to attend to association business. The president of the Association and/or his/her designees will be entitled to use vacation leave, personal leave or compensatory time to attend meetings and functions directly associated with the administration of the KPOA including but not limited to trainings, meetings, and legislative hearings. Such requests will be honored, consistent with the provisions of this paragraph, even if the request for such earned time is submitted with less than two weeks' notice, through no fault of the association.

- (1) If more than two Association representatives on the same shift want to take the same time off, the third and subsequent officers shall be responsible for finding their own replacement.
- (2) If two officers are already on vacation from a shift, then only one officer will be granted time off under this section unless he/she finds a replacement.

## **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 Association agrees to provide a copy of this Agreement to each employee in the bargaining unit.

**SECTION 4:** The Association agrees that any Association fund-raising activities or events which are undertaken or promoted by the Association shall be clearly designated and advertised as a Keene Police Officers Association, AFT Local # 6246, AFT-NH, AFL-CIO 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 thirty (30) days in advance of such fund-raising activities. On the day fund-raising activities begin, a press release will be issued stating in wording to the effect that the activity is a Keene Police Officers Association, AFT Local #6246, AFT-NH, AFL-CIO sponsored event. The City agrees that if any Association fund-raising activity or Association sponsored event is confused by the public as a City of Keene or a City of Keene Police Department event, the City will publish a clarifying press release, provided that the Association alerts the City to such confusion and provided that the City agrees that such confusion exists.

**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 Association levied in accordance with the Constitution and By-Laws of the Association, for any member who has voluntarily executed and submitted a written and signed authorization to the City Finance Director.

**SECTION 2:** The Employer shall make the deduction required herein and shall remit monthly the aggregate amount deducted to the Treasurer of the Keene Police Officers Association together with a list of all such Association members who have paid such dues in accordance with Section 1 above.

**SECTION 3:** Should there be a dispute between an employee and the Association over the matter of dues deductions, the Association agrees to defend and hold the City harmless of 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 Association 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
Presidents Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

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

**SECTION 3:** Notwithstanding the provision of Section 2 above, each employee who works on Independence Day(July 4), Labor Day (1<sup>st</sup> Monday in September), Thanksgiving Day (4<sup>th</sup> Thursday in November) and/or Christmas Day (December 25) shall be paid at one and one-half the regular rate for all hours worked on such holiday.

Each employee who works on Christmas Day (December 25) or is ordered in to work on Christmas Day (December 25) and/or Thanksgiving Day (4<sup>th</sup> Thursday in November) shall be paid at double time the regular rate of pay for all hours worked on such holiday. The payment for working on Christmas Day (December 25) and/or Thanksgiving Day (4<sup>th</sup> Thursday in November) will be paid in the following week's paycheck. It is understood that the double time pay is not in addition to the time and one-half pay listed above for Christmas Day (December 25) and/or Thanksgiving Day (4<sup>th</sup> Thursday in November).

**SECTION 4:** Bargaining unit members who are on a regular day off on Christmas Day or Thanksgiving Day shall not be ordered into work on Christmas Day or Thanksgiving Day due to a vacation or personal leave request. Bargaining unit members requesting time off on Christmas Day or Thanksgiving Day must find their own replacement if their absence would otherwise cause someone to be ordered in. This provision shall not apply to employees who are on approved FMLA or worker's compensation leave.

## **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 Association 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 or his/her designee, provided any such exchange of shifts will not result in any claim for overtime as a result of that specific shift exchange. Permission shall not be unreasonably withheld.

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

**SECTION 5:** An officer 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 the shift supervisor, delay his/her start time so that the shift will end when court is scheduled to begin. Such approval shall not be unreasonably withheld.

**SECTION 6:** Subject to emergency needs as determined by the on-duty supervisor, officers on duty shall be provided with one forty-five minute meal break and two fifteen minute breaks in every ten hour shift.

If an officer is scheduled to work less than a ten (10) hour shift, he/she shall be entitled to a fifteen (15) minute break for every four (4) hours worked subject to supervisory approval.

Except in emergency circumstances or where court, or training has been scheduled for an officer, officers generally should not work more than fifteen (15) hours in any twenty four hour period.

## **ARTICLE 8A**

### **SHIFT BID**

Shift assignments for officers assigned to patrol shall be posted four times a year with each posting being for a period of 12 weeks. The Police Chief or his/her

designee shall post each new period eight weeks prior to its commencement. The shifts shall be based on a standard workweek of four, ten-hour days followed by three days off.

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

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

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

Canine officers shall be exempt from the seniority requirements of the shift bid process, and after consultation with the Captain of Field Operations, will select that optimizes the value of the canine to patrol operations.

If a vacancy should occur once the shift selection has been completed of the shift period already begun, the vacant shift will be offered to other officers on a seniority basis, with the most senior officer having first choice. If no eligible officer selects the shift it shall be assigned to a probationary officer.

## **ARTICLE 8**

### **Overtime**

**SECTION 1:** All assigned services 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 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 regularly scheduled daily shift for which overtime has been paid shall not be counted; that is, the overtime rate shall not be pyramided, compounded, added together or paid twice for the same time worked.

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



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

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

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

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

**SECTION 4:** Police officers required to attend a court session at any time other than during a regular tour of duty shall be paid for all such hours that they are in attendance at court, with a minimum payment for three (3) hours, regardless of the number of cases scheduled at that time. The rate of pay for such attendance at court shall be at the officer's overtime rate.

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 officers 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 officers to attend court sessions as a mandatory job assignment at any time; however, it will not ordinarily do so and the officers shall attend court sessions pursuant to court order, subpoena by the State. Officers 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 officers shall comply with its provisions. Officers shall be paid for court attendance directly by the City as set forth in Section 1 of this article, in the next regularly scheduled payroll.

An officer who is required to make a court appearance on the officer'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 officer's cell phone provided that the officer has provided his/her cell phone information to the department. An officer cannot be required to provide the cell phone information to the department. The rate of pay shall be at the officer's over time rate. If the City determines that the officer made the appearance for which the court denies payment through the officers own oversight, then the City may deny payment.

## **ARTICLE 9**

### **Acting Officer**

**SECTION 1:** Any police officer who is designated by the chief or designee to perform the responsibilities of a shift supervisor shall receive an additional 4.5% pay for each hour of service in that capacity.

**SECTION 2:** Police officers will be scheduled to serve as a supervisor based on a rotation of all of those who take and pass the promotional examination process and desire to be placed on the list. The promotional examination process shall provide an equal opportunity for those desiring to participate.

## **ARTICLE 10**

### **Vacation**

**SECTION 1:** On his/her first anniversary date, an employee shall be entitled to five (5) days paid vacation leave. Beginning with the first anniversary date, such an employee shall accrue paid vacation days at a rate of five-sixth (5/6) regular working days

or working shifts per month of continued employment. On the seventh anniversary the accrual rate for the basic work week shall increase to 1-1/4 days per month. On the fifteenth anniversary, the rate shall increase to 1-2/3 days per month.

**SECTION 2:** Officers not subject to shift bidding shall make vacation choices for the current calendar year by seniority no later than February 28<sup>th</sup> in each year from a vacation list composed by the Department which shall be posted during the first week of each calendar year. Said choices shall be subject to the Chiefs approval, which shall not be unreasonably withheld. All officers eligible for a vacation of two (2) weeks or more shall have the option of receiving the two weeks or more consecutively. Any vacation choices shall not, in the Chief's opinion, interrupt the normal operations of the Department.

Seniority vacation choices for officers on the shift bid shall be made each time a new shift bid takes place. Such vacation choices shall be submitted by the close date of the bid list and subject to the condition of the previous paragraph.

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

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

**SECTION 5:** Two police officers on the same shift shall be allowed to take their annual leave at the same time.

## **ARTICLE 11**

### **Sick and Personal Leave**

**SECTION 1: SICK LEAVE:** The City shall allow one (1) day per month for sick leave which shall start being earned after the first month of employment, provided, however, that a new employee may not use any sick leave with pay until said employee has finished his/her probationary period. It is agreed by the parties that the maximum amount of sick leave which may be accumulated is one hundred eighty (180) days effective July 1, 1997 based on the following schedule:

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

**SECTION 2: PERSONAL LEAVE:** Unit employees shall receive one Personal Leave day for each three (3) month (non-overlapping) period during which they use no sick leave. Any such earned Personal Leave days must be taken prior to the expiration of the three calendar months subsequent to the three (3) month period in which the Personal Leave day was earned or it will be lost. Such earned Personal Leave days may be taken when at least one (1) week of notice is provided. No more than two police officers on the same shift will be allowed to take vacation or personal leave at the same time. If notice is less than one week, the overtime shift will be posted but if no one signs the shift, the employee requesting the personal day is responsible for the shift. The use of such earned Personal Leave days will not be charged to accumulated sick leave and such earned Personal Leave days will not count toward vacation accumulation.

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

**SECTION 4:** Any unit employee who retires shall be paid fifty-percent (50%) of his/her accumulated sick leave at his/her regular rate of pay then in effect. For purposes 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 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**

### **Uniform and Clothing Allowance**

**SECTION 1:** Officers shall be issued all necessary uniforms, equipment and footwear as required by the Department. All equipment issued shall be in good condition and proper working order. All footwear and headgear shall be new.

All defective equipment or equipment in poor condition shall be replaced as soon as practical. Gun belt, holsters for handguns and radios, flashlight bulbs and batteries shall be kept in a location where they are accessible by supervisors at all times for emergency replacement.

**SECTION 2:** 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 up to no more than \$200 annually for the replacement of boots. Employees shall be responsible for their own boot purchase. Said payment shall be made in a separate check to the employee.

**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:** Officers assigned to positions authorized by the Police Chief to routinely wear civilian clothing shall receive an annual clothing allowance of seven hundred dollars (\$700) for the purchase of clothing which conforms to Departmental standards. Such payments shall be prorated for officers who serve in those positions for less than one year. Payment of the clothing allowance shall be made in a single payment in June of each fiscal year.

**SECTION 5:** Any officer, to include Officers assigned to the Bureau of Criminal Investigations, shall receive an annual reimbursement of up to \$100, upon submission of receipt(s), for the purchase of approved cold weather gear (gloves, socks, thermal underwear) and/or protection gloves.

## **ARTICLE 12A**

### **CRUISER MAINTENANCE**

Except in an emergency as determined by the shift supervisor, an officer 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. Officers shall not be required to operate a vehicle, which in the opinion of the shift supervisor, is unsafe. Said vehicle shall remain "out of service" until inspected by a mechanic authorized by the State of New Hampshire to inspect motor vehicles and who finds it in safe operating condition and inspectable.

All emergency equipment controls, including emergency lights, radios, siren, and mobile data terminals in marked patrol cruisers will be set up in a uniform manner as recommended by the Cruiser Maintenance Committee and approved by the Police Chief.

## **ARTICLE 13**

### **Insurance**

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

**SECTION 2:** The City shall provide a medical insurance plan and benefits (including but not limited to the amount of co-pays and deductibles) through Harvard Pilgrim as outlined in **Appendices B-1 and B-2** and a provider network substantially equivalent to that-available through Harvard Pilgrim as referenced in **Appendices B-1 and B-2**. 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 Association. Effective January 1, 2018, the City shall only be required to offer the "low plan" in Appendix B-2.

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 Officers' Association at least thirty (30) days written notice prior to making any changes in carrier, network provider and/or third party administrator.

Effective January 1, 2018, the City will pay ninety-four percent (94%) of the cost of the "low" plan (described in **Appendix B-2**) for regular full-time employees.

Effective January 1, 2019, the City will pay ninety-three percent (93%) of the cost of the “low” plan (described in Appendix B-2) for regular full-time employees.

Effective January 1, 2018, the City will pay ninety-two percent (92%) of the cost of the “low” plan (described in Appendix B-2) for regular full-time employees.

**SECTION 3:** If a 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 \$2,500 in lieu of the City Health Insurance Benefit. This amount shall be distributed in a lump sum payment at the end of the plan year, or a prorated amount shall be distributed to said employee if employment ends during that plan year. In the case where both the husband and wife are employed by the City, this provision will not apply. To qualify for such payment, the benefit must be such as will not subject the City to penalty or assessment under the ACA.

**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 include sections A, B, C and D, as shown in Appendix C. However, due to requirements of the federal Affordable Healthcare Act the employee’s will be required to pay one (\$1.00) per year towards the cost of the dental plan offered to all regular full time City employees.

**SECTION 5:** The City shall, for 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, as shown in Appendix D.

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

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

**Hi Plan (Appendix B-1):**

The City will reimburse annual Medical Plan Deductibles in excess of \$1,000 for individual and shall reimburse all Medical Plan Deductibles in excess of \$2,000 for 2 person, and family coverage for all members enrolled in this plan.

**Lo Plan (Appendix B-2)**

The City will reimburse annual Medical Plan Deductibles in excess of \$1,250 for individuals, and shall reimburse all Medical Plan Deductibles in excess of \$2,500 for 2 person and family coverage for all members enrolled in this plan.

Effective January 1, 2018

**Lo Plan (Appendix B-2)**

The City will reimburse annual Medical Plan Deductibles in excess of \$1,250 for individuals, and shall reimburse all Medical Plan Deductibles in excess of \$2,500 for 2-person and in excess of \$2,750 for 3-person plus coverage for all members enrolled in this plan.

Effective January 1, 2019

**Lo Plan (Appendix B-2)**

The City will reimburse annual Medical Plan Deductibles in excess of \$1,250 for individuals, and shall reimburse all Medical Plan Deductibles in excess of \$2,500 for 2-person and in excess of \$3,000 for 3-person plus coverage for all members enrolled in this plan.

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

**SECTION 8:** The City may reopen negotiations at the end of the second contract year on health insurance only to address the Cadillac Tax per the Affordable Care Act and such discussions may also include current health insurance plans, HRA contribution and premium share.

## **ARTICLE 14**

### **Seniority**

**SECTION 1:** Seniority means the length of continuous service from the date of hire as a Keene police officer. Those officers appointed on the same day shall have their seniority determined by drawing numbered chips used for the overtime draw. The officer with the lowest number shall be the senior officer, and the officers with the higher numbers shall be junior in descending order.

## **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 Association 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 Association or the employees covered hereunder, the Association 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 Association 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. The City will not discipline any employee for engaging in nondisruptive informational picketing.

**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:**

Effective and retroactive to July 1, 2017, bargaining unit employees shall receive a 2.0% cost of living increase.

		<b>Annual Step 2</b>	<b>Annual Step 3</b>	<b>Annual Step 4</b>	<b>Annual Step 5</b>	<b>Annual Step 6</b>	<b>Annual Step 7</b>
7/1/2017	2.0%	\$26.24	\$27.40	\$28.66	\$29.92	\$31.21	\$31.88

Retroactive payments shall be issued within two weeks after the execution of this contract. Payments will include all hours worked except outside details, and will be paid to every bargaining unit employee for the time they worked. This includes bargaining unit employees that have retired after July 1, 2017.

Effective July 1, 2018, bargaining unit employees shall receive a 2.0% cost of living increase.

		<b>Annual Step 2</b>	<b>Annual Step 3</b>	<b>Annual Step 4</b>	<b>Annual Step 5</b>	<b>Annual Step 6</b>	<b>Annual Step 7</b>
7/1/2018	2.0%	\$26.77	\$27.95	\$29.24	\$30.51	\$31.84	\$32.51

Effective July 1, 2019, bargaining unit employees shall receive a 2.5% cost of living increase.

		<b>Annual Step 2</b>	<b>Annual Step 3</b>	<b>Annual Step 4</b>	<b>Annual Step 5</b>	<b>Annual Step 6</b>	<b>Annual Step 7</b>
7/1/2019	2.5%	\$27.44	\$28.64	\$29.97	\$31.28	\$32.63	\$33.33

Effective July 1, 2020, bargaining unit employees shall receive a 2.5% cost of living increase.

		<b>Annual Step 2</b>	<b>Annual Step 3</b>	<b>Annual Step 4</b>	<b>Annual Step 5</b>	<b>Annual Step 6</b>	<b>Annual Step 7</b>
7/1/2020	2.5%	\$28.12	\$29.36	\$30.72	\$32.06	\$33.45	\$34.16

**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. It is agreed, however, 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. Effective July 1, 2017, employees with eighteen (18) or more years of service with the Keene Police Department who receive a satisfactory performance evaluation shall be entitled to an annual Two Thousand and Six Hundred Dollars (\$2,600) performance bonus. Such payment shall be made within the month of the anniversary of date of hire or re-hire. The City and the Union 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 3:** In the event any officer in the bargaining unit is designated by the Police Chief to serve as prosecutor, the salary scale annual step for such officer shall be increased by 4.5% for the period of such designation. If the period of such designation exceeds one (1) year, then effective on the first anniversary of such designation, the salary scale annual step for such officer shall be increased by nine (9%) percent. The above increases shall not effect the time of consideration of step increases in the salary scale. If the Chief ends the designation as prosecutor for such officer, then the above percent increase(s) to the officer’s salary scale step shall be discontinued.

**SECTION 4:** 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 testing procedures used by the New Hampshire Police Standards and Training Council. An officer will have passed the test when he/she performs at the then current exit or graduation standard and shall be entitled to a two hundred and fifty dollar (\$250.00) annual bonus. Employees may take the test twice each fiscal year and be eligible to receive the \$250.00 for each test successfully completed. 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.

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

**SECTION 5:** Those employees who are assigned to the Drug Task Force or similar undercover assignments that prevents them from working reimbursable details shall be paid an additional 5% increase to their base pay. This is not considered a top step for patrol.

**SECTION 6:** Master Officer. A stipend shall be paid to those bargaining unit members who meet the following qualifications initially and on an on-going basis:

- A. In the year preceding the qualifying anniversary, officers 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.
- B. Officers must receive an overall rating of "professional" or better on their annual evaluation.
- C. Officers, in addition to meeting the physical fitness and annual evaluation criteria stated in A and B, 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	Fulfilled Physical Fitness Requirement	Satisfactory Performance Evaluation	Master Officer payment
8	Yes	Yes	\$300
9	Yes	Yes	\$300
10	Yes	Yes	\$1,200
11	Yes	Yes	\$1,300
12	Yes	Yes	\$1,400
13	Yes	Yes	\$1,500
14	Yes	Yes	\$1,600
15	Yes	Yes	\$1,700
16	Yes	Yes	\$1,800
17	Yes	Yes	\$1,900

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

Completed Years of Service	Fulfilled Physical Fitness Requirement	Satisfactory Performance Evaluation	Master Officer payment
9	Yes	Yes	\$300
10	Yes	Yes	\$300
11	Yes	Yes	\$1,300
12	Yes	Yes	\$1,400
13	Yes	Yes	\$1,500
14	Yes	Yes	\$1,600
15	Yes	Yes	\$1,700
16	Yes	Yes	\$1,800
17	Yes	Yes	\$1,900

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

Completed Years of Service	Fulfilled Physical Fitness Requirement	Satisfactory Performance Evaluation	Master Officer payment
14	Yes	Yes	\$1,600
15	Yes	Yes	\$1,700
16	Yes	Yes	\$1,800
17	Yes	Yes	\$1,900

Payment of the master officer stipend shall be made within three weeks of the employee's anniversary month, provided all criteria have been met. The master officer stipend shall not be considered a top step for patrol.

Eligibility for payment of the Master Officer Stipend will be on the next anniversary day of each employee after July 1, 2005.

Employees who have completed eighteen (18) years of service will continue to be eligible for the performance bonus pursuant to Article XVI, Section 2. Once an employee becomes eligible for the performance bonus, he/she shall no longer receive the master officer pay. In no event will the two stipends overlap or be compounded in any way.

## **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.

## **ARTICLE 18**

### **Reimbursable Details**

**SECTION 1:** Employees shall be paid at the overtime rate of the highest step for police officers 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 VIII, Section 2, for assignment of reimbursable details shall be used, provided that any unfilled and/or unscheduled reimbursable details shall be filled by the shift 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 shift supervisor must be notified by the person originally assigned to the detail.

**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 shift 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 canceled after the officer has assumed his/her duties in relation to the detail.

**SECTION 6:** If the City adopts an ordinance requiring uniformed officers at the scene of road and other repair projects, the City agrees to negotiate the impact of that ordinance upon the wages, hours, and working conditions of employment.

## **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 Association 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 Association 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 Association 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 within 20 business days after the date the grievance was appealed to the City Manager. 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 Association, the Association 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, or if the City Manager failed to hold a hearing as provided in Section 3 above, within ten (10) calendar days after the expiration of the deadline for doing so, 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 Association 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 Association 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 Association and City representatives. The arbitrator shall submit his/her decisions in writing within thirty (30) days following the close of the hearing.

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

The expenses of the arbitrator shall be shared equally by the parties.

Each party shall make arrangements for and pay any expenses of witnesses who are called by them. Excluded from arbitration are unadjusted grievances which question the exercise of rights set forth in Article II of this Agreement entitled "Management Rights", or which question the use or application of any right over which the City or its designated agents have unilateral discretion.

**SECTION 5:** Excluded from arbitration are disputes and unresolved grievances concerning the discipline or discharge of strikers who struck in violation of Article XV of this Agreement. Also excluded from arbitration is any matter otherwise subject to arbitration, but over which the Association strikes, contrary to Article XV 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 XV, UNINTERRUPTED SERVICE, take the "disciplinary" and/or "immediate cancellation of this Agreement" action as provided for in Article XV, 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 XV.

**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 Association 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 Unit Employee Representative or his/her designee.

## **ARTICLE 20** **Miscellaneous**

**SECTION 1:** A bulletin board shall be provided by the City for Association's use, with the provision that the Association will exercise good judgment and be responsible for items posted on the board and the Association 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 Association. The Association 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 Association agrees to the terms of the Compensatory Time policy included in the City Employee Handbook in effect as of the date that this Agreement is executed.

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

**SECTION 4:** The Association 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 Association is obligated to actively support the City's effort 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 cruises 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 the inoperative air conditioning units in a reasonable amount of time.

**SECTION 6:** All bargaining unit members shall have the option of health insurance premium conversion (section 125), flexible spending accounts for unreimbursed medical expenses and dependent care, and payroll "direct deposit" in accordance with city policy.

**SECTION 7:** Labor Management Consultation: In an effort to address issues that have an impact on the performance of the police department and the members of the bargaining unit, either party to this agreement may request a consultation to address issues including but not limited to shift rotations, breaks, shift assignments, disciplinary procedure, compensatory time and minimum deployment and staffing levels. Each party may designate four individuals to participate in the consultation with the four individuals for the Union being union officers and/or their designees. The Staff representative from the AFT-NH shall be permitted to attend these sessions.

These sessions shall occur at least quarterly and the parties shall mutually prepare an agenda for each session.

**SECTION 8:** Notices: Should the Association wish to make notification to the City, such notification shall be addressed to "Human Resources Director, City of Keene, 3 Washington Street, Keene, NH 03431. Should the City wish to make notification to the Association, such notification shall be addressed to the "President, Keene Police Officers' Association".

## **ARTICLE 21**

### **Duration**

**SECTION 1:** All provisions in this agreement shall be effective on the date that the Keene City Council approves the cost items. 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, 2021, 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 15<sup>th</sup> and February 15<sup>th</sup> of 2021 or any subsequent year of the contract. If such notice is given in accordance with the above by either party in 2021 or any subsequent year of the contract, the parties agree that it is their mutual objective to begin negotiations not later than March 15<sup>th</sup> of the year in which such notice is given.

In WITNESS WHEREOF the parties have hereunto set their hands and seals, this 12<sup>th</sup> day of December 2017.

FOR THE CITY OF KEENE

Elizabeth A. Dragon  
Elizabeth A. Dragon, City Manager

ATTEST: Patricia A. Little  
Patricia A. Little  
City Clerk

FOR THE KEENE POLICE OFFICERS'  
ASSOCIATION, AFT LOCAL # 6246,  
AFT-NH, AFL-CIO

Kyle Macie  
Kyle Macie, 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 prior to the first shift each Thursday morning and at that time the sealed container will be opened by one of the four union officers or a member of the union appointed by one of the four Association officers. Each officer present shall then pick one of the pieces of paper in such fashion so that he/she does not look directly into the container in doing so. The number on the piece of paper then becomes his/her number and the order in which he/she will be allowed to participate in the selection of overtime jobs that are posted. An officer who cannot be present at exactly at the lottery time may have another eligible officer choose for him/her at the time of the drawing.
3. The officer who is then in charge of the drawing shall call of a series of numbers starting with the number "1" 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. 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.
6. The actual drawing will be held at the first shift each Thursday.
7. Any uncompleted overtime roster will be selected by starting with the numerically highest lottery number first.
8. Any officer designated by an eligible officer to serve as a proxy for such officer at the weekly overtime lottery draw will be limited to just one overtime choice while serving as proxy. The exception to this rule shall be in the case of any eligible officer who works for the department past the time of 12:01 a.m. on the morning of the lottery draw. In this case, the proxy for such officer will be afforded as many choices as is desired in accordance with the remainder of the lottery system rules.



**The Harvard Pilgrim Best Buy HMO**

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

Coverage Period: 07/01/2017 — 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](http://www.harvardpilgrim.org/LGsampleEOC) or by calling 1-888-333-4742.

Important Questions	Answers	Why this matters:
<b>What is the overall deductible?</b>	\$1,000 per member per calendar year/ \$2,000 per family per calendar year The <b>deductible</b> applies to benefits cited in the chart starting on Page 3 , for other benefits see your <b>Plan</b> document.	You must pay all the costs up to the <b>deductible</b> amount before this <b>plan</b> begins to pay for covered services you use. Check your policy or <b>plan</b> document to see when the <b>deductible</b> 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 <b>deductible</b> .
<b>Are there other deductibles for specific services?</b>	No.	You don't have to meet <b>deductibles</b> for specific services, but see the chart starting on page 3 for other costs for services this <b>plan</b> covers.
<b>Is there an out-of-pocket limit on my expenses?</b>	Yes. \$2,000 per member per calendar year/ \$4,000 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 <b>out-of-pocket</b> 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 <b>plan</b> for health care expenses.
<b>What is not included in the out-of-pocket limit?</b>	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 <b>out-of-pocket limit</b> .
<b>Is there an overall annual limit on what the plan pays?</b>	No.	The chart starting on page 3 describes any limits on what the <b>plan</b> will pay for <i>specific</i> covered services, such as office visits.


**Questions:** Call 1-888-333-4742 or visit us at [www.harvardpilgrim.org](http://www.harvardpilgrim.org). If you are not clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.harvardpilgrim.org/fhcr](http://www.harvardpilgrim.org/fhcr) or call 1-888-333-4742 to request a copy.

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

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

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

	<ul style="list-style-type: none"> <li>• Co-payments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.</li> <li>• Co-insurance is your share of the costs of a covered service, calculated as a percent of the <b>allowed amount</b> for the service. For example, if the <b>plan's allowed amount</b> 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.</li> <li>• The amount the <b>plan</b> pays for covered services is based on the <b>allowed amount</b>. If an out-of-network <b>provider</b> charges more than the <b>allowed amount</b>, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the <b>allowed amount</b> is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)</li> <li>• This <b>plan</b> may encourage you to use participating <b>providers</b> by charging you lower deductibles, co-payments and co-insurance amounts.</li> </ul>
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Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	\$10 Copayment per visit	Not covered	None
	<b>Specialist</b> visit	\$10 Copayment per visit	Not covered	None
	Other practitioner office visit	\$10 Copayment per visit	Not covered	Cost sharing may vary for certain practitioners.
	Preventive care/screening/immunization	No charge	Not covered	None
<b>If you have a test</b>	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 services are covered in full.
<b>If you need drugs to treat your illness or condition</b> More information about <b>prescription drug coverage</b> is available at <a href="http://www.harvardpilgrim.org/2016Premium4T">www.harvardpilgrim.org/2016Premium4T</a> .	Most generic drugs	<b>30-Day Supply Retail Pharmacy Tier 1:</b> No charge <b>90-Day Supply Retail Pharmacy Tier 1:</b> No charge <b>90-Day Supply Mail Order Pharmacy Tier 1:</b> No charge <b>30-Day Supply Retail Pharmacy Tier 2:</b> \$10 Copayment <b>90-Day Supply Retail Pharmacy Tier 2:</b> \$30 Copayment <b>90-Day Supply Mail Order Pharmacy Tier 2:</b> \$10 Copayment		None
	Preferred brand drugs	<b>30-Day Supply Retail Pharmacy Tier 3:</b> \$20 Copayment <b>90-Day Supply Retail Pharmacy Tier 3:</b> \$60 Copayment <b>90-Day Supply Mail Order Pharmacy Tier 3:</b> \$40 Copayment		Some generic drugs are in this tier.

**Questions:** Call 1-888-333-4742 or visit us at [www.harvardpilgrim.org](http://www.harvardpilgrim.org). If you are not clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.harvardpilgrim.org/fhcr](http://www.harvardpilgrim.org/fhcr) or call 1-888-333-4742 to request a copy.

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

Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
	Non-preferred brand drugs	<b>30-Day Supply Retail Pharmacy Tier 4: \$30 Copayment</b> <b>90-Day Supply Retail Pharmacy Tier 4: \$90 Copayment</b> <b>90-Day Supply Mail Order Pharmacy Tier 4: \$60 Copayment</b>		Same as above.
	Specialty drugs	All drugs are covered in Retail Pharmacy and Mail Order Pharmacy Tiers 1 — 4		Must be obtained through a Specialty Pharmacy.
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	Deductible, then no charge	Not covered	None
	Physician/surgeon fees	Deductible, then no charge	Not covered	None
<b>If you need immediate medical attention</b>	Emergency Room Services	\$50 Copayment per visit This Copayment is waived if admitted to the hospital directly from the emergency room.	Same As Participating <b>Provider</b>	None
	<b>Emergency Medical Transportation</b>	Deductible, then no charge	Same As Participating <b>Provider</b>	None
	<b>Urgent Care</b>	<b>Convenience care clinic</b> \$10 Copayment per visit <b>Urgent care clinic</b> \$10 Copayment per visit <b>Hospital Urgent care clinic:</b> \$25 Copayment per visit	<b>Convenience care clinic</b> Not Covered <b>Urgent care clinic</b> Not Covered <b>Hospital Urgent care clinic:</b> Same As Participating <b>Provider</b>	None
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	Deductible, then no charge	Not covered	None
	Physician/surgeon fee	Deductible, then no charge	Not covered	None

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

Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	<b>Group Therapy:</b> \$10 Copayment per visit <b>Individual Therapy:</b> \$10 Copayment per visit	Not covered	None
	Mental/Behavioral health inpatient services	No charge	Not covered	None
	Substance use disorder outpatient services	<b>Group Therapy:</b> \$10 Copayment per visit <b>Individual Therapy:</b> \$10 Copayment per visit	Not covered	None
	Substance use disorder inpatient services	No charge	Not covered	None
<b>If you are pregnant</b>	Prenatal and postnatal care	No charge	Not covered	None
	Delivery and all inpatient services	Deductible, then no charge	Not covered	None
<b>If you need help recovering or have other special health needs</b>	<b>Home health care</b>	No charge	Not covered	None
	<b>Rehabilitation services</b> (Inpatient)	Deductible, then no charge	Not covered	– Limited to 60 days per calendar year
	<b>Habilitation services</b> (Outpatient)	\$10 Copayment per visit	Not covered	– Physical Therapy – limited to 40 visits per calendar year – Occupational Therapy – limited to 40 visits per calendar year – Speech Therapy – limited to 40 visits per calendar year Physical, Occupational, and Speech therapies visit limits are combined per calendar year
	<b>Skilled nursing care</b>	Deductible, then no charge	Not covered	– Limited to 100 days per calendar year
	<b>Durable medical equipment</b>	20% Coinsurance	Not covered	None



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

<b>Common Medical Event</b>	<b>Services You May Need</b>	<b>Participating Provider</b>	<b>Non-Participating Provider</b>	<b>Limitations &amp; Exceptions</b>
	<b>Hospice services</b>	No charge	Not covered	If inpatient services are required, please see "If you have a hospital stay".
<b>If your child needs dental or eye care</b>	Eye exam	\$10 Copayment per visit	Not covered	– Limited to 1 exam per calendar year You may have other coverage under a Vision Rider.
	Glasses	Not covered	Not covered	You may have other coverage under a Vision Rider.
	Dental check-up – Up to the age of 13	No charge	Not covered	– Limited to 2 exams per calendar year You may have other coverage under a Dental Rider.

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

**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.)

- 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
- Infertility Treatments
- Routine eye care (Adult)

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

**Your Rights to Continue Coverage:**

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

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

**Your Grievance and Appeals Rights:**

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

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

Department of Labor's Employee Benefits Security Administration  
**1-866-444-3272**  
[www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

New Hampshire Insurance Department  
21 South Fruit Street, Suite 14  
Concord, NH 03301  
**1-800-852-3416**  
[www.nh.gov/insurance](http://www.nh.gov/insurance)  
[consumerservices@ins.nh.gov](mailto:consumerservices@ins.nh.gov)

**Does this Coverage Provide Minimum Essential Coverage?**

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

**Does this Coverage Meet the Minimum Value Standard?**

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

**Language Access Services:**

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

如果需要中文的帮助, 请拨打这个号码 1-888-333-4742.

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


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

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

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.

<b>Having a baby (normal delivery)</b>
<ul style="list-style-type: none"> <li>■ Amount owed to providers: <b>\$7,540</b></li> <li>■ Plan pays: <b>\$6,390</b></li> <li>■ Patient pays: <b>\$1,150</b></li> </ul>

**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
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

<b>Deductibles</b>	\$1,000
Co-pays	\$0
Co-insurance	\$0
Limits or exclusions	\$150
<b>Total</b>	<b>\$1,150</b>

<b>Managing type 2 diabetes (routine maintenance of a well-controlled condition)</b>
<ul style="list-style-type: none"> <li>■ Amount owed to providers: <b>\$5,400</b></li> <li>■ Plan pays: <b>\$4,520</b></li> <li>■ Patient pays: <b>\$880</b></li> </ul>

**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
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$0
Co-pays	\$800
Co-insurance	\$0
Limits or exclusions	\$80
<b>Total</b>	<b>\$880</b>

## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

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

### What does a Coverage Example show?

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

### Does the Coverage Example predict my own care needs?

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

### Does the Coverage Example predict my future expenses?

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

### Can I use Coverage Examples to compare plans?

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

### Are there other costs I should consider when comparing plans?

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




**The Harvard Pilgrim Best Buy HMO**

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

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

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](http://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 <b>deductible</b> applies to benefits cited in the chart starting on Page 3 , for other benefits see your <b>Plan</b> document.	You must pay all the costs up to the <b>deductible</b> amount before this <b>plan</b> begins to pay for covered services you use. Check your policy or <b>plan</b> document to see when the <b>deductible</b> 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 <b>deductible</b> .
Are there other deductibles for specific services?	<b>Durable Medical Equipment Deductible:</b> \$100 per member per calendar year	You must pay all of the costs for these services up to the specific <b>deductible</b> amount before this <b>plan</b> 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 <b>out-of-pocket</b> 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 <b>plan</b> 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 <b>out-of-pocket limit</b> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 3 describes any limits on what the <b>plan</b> will pay for <i>specific</i> covered services, such as office visits.

**Questions:** Call 1-888-333-4742 or visit us at [www.harvardpilgrim.org](http://www.harvardpilgrim.org). If you are not clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.harvardpilgrim.org/thcr](http://www.harvardpilgrim.org/thcr) or call 1-888-333-4742 to request a copy.


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

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

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

	<ul style="list-style-type: none"> <li>• Co-payments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.</li> <li>• Co-insurance is your share of the costs of a covered service, calculated as a percent of the <b>allowed amount</b> for the service. For example, if the <b>plan's allowed amount</b> 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.</li> <li>• The amount the <b>plan</b> pays for covered services is based on the <b>allowed amount</b>. If an out-of-network <b>provider</b> charges more than the <b>allowed amount</b>, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the <b>allowed amount</b> is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)</li> <li>• This <b>plan</b> may encourage you to use participating <b>providers</b> by charging you lower deductibles, co-payments and co-insurance amounts.</li> </ul>
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Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	\$20 Copayment per visit	Not covered	None
	<b>Specialist</b> 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
<b>If you have a test</b>	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.
<b>If you need drugs to treat your illness or condition</b> More information about <b>prescription drug coverage</b> is available at <a href="http://www.harvardpilgrim.org/2016Premium4T">www.harvardpilgrim.org/2016Premium4T</a> .	Most generic drugs	<b>30-Day Supply Retail Pharmacy Tier 1:</b> No charge <b>90-Day Supply Retail Pharmacy Tier 1:</b> No charge <b>90-Day Supply Mail Order Pharmacy Tier 1:</b> No charge <b>30-Day Supply Retail Pharmacy Tier 2:</b> \$10 Copayment <b>90-Day Supply Retail Pharmacy Tier 2:</b> \$30 Copayment <b>90-Day Supply Mail Order Pharmacy Tier 2:</b> \$10 Copayment		None
	Preferred brand drugs	<b>30-Day Supply Retail Pharmacy Tier 3:</b> \$30 Copayment <b>90-Day Supply Retail Pharmacy Tier 3:</b> \$90 Copayment <b>90-Day Supply Mail Order Pharmacy Tier 3:</b> \$30 Copayment		Some generic drugs are in this tier.

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

Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
	Non-preferred brand drugs	<b>30-Day Supply Retail Pharmacy Tier 4: \$50 Copayment</b> <b>90-Day Supply Retail Pharmacy Tier 4: \$150 Copayment</b> <b>90-Day Supply Mail Order Pharmacy Tier 4: \$50 Copayment</b>		Same as above.
	Specialty drugs	All drugs are covered in Retail Pharmacy and Mail Order Pharmacy Tiers 1 — 4		Must be obtained through a Specialty Pharmacy.
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	Deductible, then no charge	Not covered	None
	Physician/surgeon fees	Deductible, then no charge	Not covered	None
<b>If you need immediate medical attention</b>	Emergency Room Services	\$150 Copayment per visit This Copayment is waived if admitted to the hospital directly from the emergency room.	Same As Participating <b>Provider</b>	None
	<b>Emergency Medical Transportation</b>	Deductible, then no charge	Same As Participating <b>Provider</b>	None
	<b>Urgent Care</b>	<b>Convenience care clinic</b> \$20 Copayment per visit <b>Urgent care clinic</b> \$20 Copayment per visit <b>Hospital Urgent care clinic:</b> \$75 Copayment per visit	<b>Convenience care clinic</b> Not Covered <b>Urgent care clinic</b> Not Covered <b>Hospital Urgent care clinic:</b> Same As Participating <b>Provider</b>	None
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	Deductible, then no charge	Not covered	None
	Physician/surgeon fee	Deductible, then no charge	Not covered	None

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

Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	<b>Group Therapy:</b> \$10 Copayment per visit <b>Individual Therapy:</b> \$20 Copayment per visit	Not covered	None
	Mental/Behavioral health inpatient services	No charge	Not covered	None
	Substance use disorder outpatient services	<b>Group Therapy:</b> \$10 Copayment per visit <b>Individual Therapy:</b> \$20 Copayment per visit	Not covered	None
	Substance use disorder inpatient services	No charge	Not covered	None
<b>If you are pregnant</b>	Prenatal and postnatal care	No charge	Not covered	None
	Delivery and all inpatient services	Deductible, then no charge	Not covered	None
<b>If you need help recovering or have other special health needs</b>	<b>Home health care</b>	No charge	Not covered	None
	<b>Rehabilitation services (Inpatient)</b>	Deductible, then no charge	Not covered	– Limited to 100 days per calendar year Day limits combined with <b>Skilled nursing care</b> .
	<b>Habilitation services (Outpatient)</b>	\$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
	<b>Skilled nursing care</b>	Deductible, then no charge	Not covered	– Limited to 100 days per calendar year Day limits combined with <b>Rehabilitation services</b> .

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

Common Medical Event	Services You May Need	Participating Provider	Non-Participating Provider	Limitations & Exceptions
	<b>Durable medical equipment</b>	<b>Durable Medical Equipment</b> and Prosthetic Devices Deductible, then 20% Coinsurance	Not covered	None
	<b>Hospice services</b>	No charge	Not covered	If inpatient services are required, please see "If you have a hospital stay".
<b>If your child needs dental or eye care</b>	Eye exam	\$20 Copayment per visit	Not covered	- Limited to 1 exam per calendar year You may have other coverage under a Vision Rider.
	Glasses	Not covered	Not covered	You may have other coverage under a Vision Rider.
	Dental check-up	Not covered	Not covered	You may have other coverage under a Dental Rider.

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

**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)

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

**Your Rights to Continue Coverage:**

If you lose coverage under the **plan**, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the **plan**. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the **plan** at 1-800-333-4742. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov)

**Your Grievance and Appeals Rights:**

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

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

Department of Labor's Employee Benefits Security Administration  
1-866-444-3272  
[www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

New Hampshire Insurance Department  
21 South Fruit Street, Suite 14  
Concord, NH 03301  
1-800-852-3416  
[www.nh.gov/insurance](http://www.nh.gov/insurance)  
[consumerservices@ins.nh.gov](mailto:consumerservices@ins.nh.gov)

**Does this Coverage Provide Minimum Essential Coverage?**

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

**Does this Coverage Meet the Minimum Value Standard?**

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

**Language Access Services:**

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

如果需要中文的帮助, 请拨打这个号码 1-888-333-4742.

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


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

**Questions:** Call 1-888-333-4742 or visit us at [www.harvardpilgrim.org](http://www.harvardpilgrim.org). If you are not clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.harvardpilgrim.org/thcr](http://www.harvardpilgrim.org/thcr) or call 1-888-333-4742 to request a copy.

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

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.

<b>Having a baby (normal delivery)</b>
■ Amount owed to providers: <b>\$7,540</b>
■ Plan pays: <b>\$5,390</b>
■ Patient pays: <b>\$2,150</b>

**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
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

<b>Deductibles</b>	\$2,000
Co-pays	\$0
Co-insurance	\$0
Limits or exclusions	\$150
<b>Total</b>	<b>\$2,150</b>

<b>Managing type 2 diabetes (routine maintenance of a well-controlled condition)</b>
■ Amount owed to providers: <b>\$5,400</b>
■ Plan pays: <b>\$4,420</b>
■ Patient pays: <b>\$980</b>

**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
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$0
Co-pays	\$900
Co-insurance	\$0
Limits or exclusions	\$80
<b>Total</b>	<b>\$980</b>

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

### Questions and answers about the Coverage Examples:

#### What are some of the assumptions behind the Coverage Examples?

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

#### What does a Coverage Example show?

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

#### Does the Coverage Example predict my own care needs?

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

#### Does the Coverage Example predict my future expenses?

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

#### Can I use Coverage Examples to compare plans?

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

#### Are there other costs I should consider when comparing plans?

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

**Questions:** Call 1-888-333-4742 or visit us at [www.harvardpilgrim.org](http://www.harvardpilgrim.org). If you are not clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.harvardpilgrim.org/fhcr](http://www.harvardpilgrim.org/fhcr) or call 1-888-333-4742 to request a copy.

## **APPENDIX C**

### **Dental Plan**

#### Northeast Delta Dental Insurance Plan

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

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

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

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

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

#### Eligible Persons

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



## **APPENDIX D**

### **DISABILITY PLAN**

#### **Long-term Disability Insurance Plan**

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

