AGREEMENT BETWEEN

CITY OF CLAREM0NT

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFSCME COUNCIL 93
LOCAL 3657
CLAREMONT POLICE DEPARTMENT

EFFECTIVE:

Signing Date: November 14, 2013 – December 31, 2016

Council ratified 11-13-13

INDEX

ARTICLE	SUBJECT	PAGE
	Definitions	4
1	Preamble	5
2	Purpose	6
3	Recognition	7
4	Non-Discrimination	9
5	No Strike Clause	10
6	Management Clause	11
7	Union Rights	12
8	Union Dues	13
9	Probationary Employees	14
10	Seniority, Promotions, Demotions Vacancies	15
11	Special Positions	18
12	Safety, Uniforms and Equipment	19
13	Holidays	21
14	Leave Provisions	22
15	Bereavement Leave	23
16	Personal Days	24
17	Injury Leave	25
18	Medical Leave	27
19	Authorization Leave	29
20	Military Leave	30
21	Jury Duty	31
22	Vacations	32
23	Short Term Disability	34
24	Health Insurance	35
25	Dental Insurance	37
26	Life Insurance	38
27	Disciplinary Events	39
28	Grievance Procedures	40
29	Drugs and Alcohol Policy	42
30	Longevity	45
31	Mileage	46
32	Retirement	47
33	Payroll	48
34	Hours of Work, Overtime Pay & Detail Pay	49
35	Educational Seminars and Conferences	52

INDEX (Cont.)

ARTICLE	SUBJECT	PAGE
36	Educational Reimbursements	53
37	Base Rate of Pay	55
38	Incentives	58
39	Prior Experience	60
40	Duration & Seperability	61
41	Successor Agreement & Signature Page	62

DEFINITIONS

Base Rate of Pay: For purposes of this agreement "base rate of pay" is defined as the employee's rate of pay excluding all premiums, differentials and bonuses such as, but not limited to: overtime pay, longevity pay, holiday pay, police officer incentive, communications specialist's incentive, private detail pay, uniform allowance, insurance incentives, mileage or travel expenses, or any other form of compensation.

Overtime Rate of Pay: For purpose of this agreement "overtime rate of pay" is defined as time and one-half of the employee's base rate of pay. Overtime Rate of Pay, like Base rate of pay, excludes all premiums, differentials and bonuses such as, but not limited to: longevity pay, holiday pay, police officer incentive, communications specialist's incentive, private detail pay, uniform allowance, insurance incentives, mileage and travel expenses, or any other form o f compensation.

Part Time Employee: Any and all employees regularly scheduled to work less than forty (40) hours per week.

Article 1

Preamble

The **City of Claremont**, (hereinafter referred to as the **"City"**), and **AFSCME Council 93, Local Union 3657** (Hereinafter referred to as the **"Union"**), hereby agree as follows:

Article 2

Purpose

The purpose of this Agreement is to set forth agreements reached between the City and the Union with respect to wages, hours and other terms and conditions of employment for employees in the bargaining unit described in the Recognition Article. The parties recognize that although some of the contract provisions contained herein are similar or identical to other union agreements, that this is an independent agreement.

Article 3

Recognition

3.1 The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment for all employees. The Union recognizes the necessity of the City to Operate within its budget as set by the City Council.

3.2 The term "Employees" as used includes all positions identified in the PELRB Certification that is attached to this agreement and is hereby incorporated by reference.

3.3 The Union agrees to represent all employees in the Bargaining Unit without discrimination and without regard to membership in the Union. However, this shall not prevent the City Manager, department heads or assistant department heads from communicating or consulting with any employee or group of employees in their normal supervisory capacity as municipal officials. Nothing herein shall be construed to relieve the City of its obligation to negotiate terms and conditions of employment.

3.4 The City and the Union each reserves the right to act hereunder by Committee (which committee shall be reasonable in number), or designated representatives. This provision shall not be construed to allow the City to modify terms and conditions of employment except as otherwise permitted by law.

3.5 The inclusion or exclusion in the bargaining unit of new personnel classifications established by the City shall be preceded by discussion with the Union.

3.6 The City recognizes the Union as the exclusive bargaining agent only for the following full-time employees:

- Police Officer
- Police Detective
- Police Corporal
- Police Sergeant
- Communications Specialist
- Records Clerk

3.7 Excluded from recognition or coverage under this Agreement are the following job classifications:

- Police Chief
- Deputy Police Chief
- Police Captain
- Police Lieutenant
- Administrative Secretary
- Communications Records Manager

Article 4

Non-Discrimination

The City agrees not to discriminate against a member of the Union because of race, creed, color, sex, religion, marital status, physical or mental disability, national origin, or for membership or non-membership in the Union, or any other class protected by law. The parties agree that this article shall not be construed to limit or abrogate any employee's rights otherwise protected by law.

Article 5

No Strike Clause

5.1 Under no circumstances will the union cause, encourage, sponsor, or participate in any strikes of any kind, stoppage of work, slow downs, or any kind of interference with, or interruptions of, the City's business by the Union or its members. In the event of any such activity, the City shall not be required to negotiate on the merit of the dispute that gave rise to such activity until any and all such activity has ceased. There shall be no lockout, partial or total, by the City.

5.2 Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 5.1 of this Article, the Union shall forthwith disavow any such activity and shall use all means to induce said employees or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article may be subject to disciplinary action.

Article 6

Management Clause

Except as specifically limited or abridged by the terms of this Agreement, the management of the City of Claremont in all phases and details shall remain vested exclusively in the Employer and its designated agents. The Employer and its agents shall have jurisdiction over all matters concerning the management of the City of Claremont, including but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as the rights, responsibilities and prerogatives relating to, including, but not limited to the direction of workforce, the establishment of proper rules and regulations, the right to hire, supervise, discipline or discharge for just cause, relieving employees from duty for lack of work and/or funds, the right to decide classifications, the right to abolish positions, the right to determine the methods, processes and manner of performing work and the general control of all operations of the City of Claremont in all its phases and details as well as all rights retained by virtue of including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws. It is agreed that these enumerations of management rights shall not be deemed to exclude other management rights not specifically herein enumerated.

Article 7

Union Rights

7.1 It shall be the right of the Union to present and process grievances of its members whose wages, hours or working conditions are changed as a result of Management's actions. All grievances, negotiations, and arbitrations shall be conducted during normal business hours or at mutually agreeable times.

The representatives shall be:

Chairman/President
Steward/Vice President

7.2 An alternate shall be permitted to assume the duties of the Chairman/President or Steward/Vice President. The alternate may also serve as a member of the negotiating team. The Union shall advise the City of the names of the employees holding Union Office. Union officers, as described above, shall be permitted to process grievances during their scheduled hours of duty subject to reasonable time place restrictions. The Union Chairman/President, Steward/Vice President, or other Union officer shall be permitted up to a combined total of eighty hours (80), provided that shift coverage is provided, for the purpose of attending state or national meetings, conventions, or seminars.

7.3 The Union may post notices on the bulletin boards or any adequate part thereof in places and locations where the Department posts notices for employees to read. All such notices shall be on Union stationary, signed by an official of the Union and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time.

7.4 Union Officers may utilize the Employer's electronic mail system, or other modes of correspondence, provided that the employee's normal workstation and/or duties involve the use of computers and/or access thereto. Nothing herein shall be construed to require the city to provide access to computers for employees whose normal job functions do not require access.

7.5 Union Officers/members shall be allowed the use of meeting facilities/rooms/stations for discussion when appropriate notification is given, as long as the space is available.

7.6 The Union shall be allowed to make a reasonable number of copies for Union Business free of charge. A specific code may be provided and implemented for this purpose.

Article 8

Union Dues

8.1 Upon completion of the probationary period, all employees of the bargaining unit shall either become a member of the Union or pay an Agency Fee as provided for herein.

8.2 The City agrees to deduct from the pay of each member of the bargaining unit the current union dues or Agency Fees as certified to the City by the Treasurer of the Union. Dues deductions shall be made each pay period.

8.3 The City shall send the amount deducted, with a list of those who had dues deducted, once each month, no later than the fifteenth calendar day of the following month, and submitted to Accounts Payable for the next check run, then forwarded to the Local Treasurer. The Union agrees to keep the City informed of the correct address where the dues are to be sent.

8.4 The Union will keep the City informed of the correct name and address of the Treasurer of their local Union. The Union also agrees to keep tract of probationary periods and inform the payroll department by submitting a signed authorization form from each employee of the beginning and ending periods of union dues deductions. In the event that the employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues or Agency Fees then no deduction will be made from that employee. In no case will the City attempt to collect fines or assessments for the Union beyond the regular dues or Agency Fees.

Article 9

Probationary Employees

9.1 All newly hired employees must serve a probationary period of one year from the date of hire. During such probationary period, such employees shall be entitled to the benefits of this Agreement, however, Articles 27 and 28 shall not apply. Nothing herein shall be construed to abrogate or limit the application of section 9.2.

9.2 Probationary employees may be disciplined, including but not limited to, suspended or terminated for any reason and at any time by the Employer, in its sole discretion and neither the employee so disciplined, suspended or terminated, nor the Union, shall have recourse to the grievance procedure concerning any such discipline, suspension or termination.

9.3 All employees whose positions require licensing or certification must be licensed or certified as a condition of continued employment within 6 months after the end of their probationary period unless otherwise extended by state licensing or certifying authority.

9.4 All newly hired police officers may be required to execute a promissory note upon hire under which they will be subject to economic penalties if they do not remain employed by the Claremont Police Department for a period of (3) years. The amount of the promissory note will be based on the approximate cost of training and outfitting said employee as established by the Chief of Police. Said promissory note will be prorated over a thirty-six (36) month period.

Article 10

Seniority, Promotions, Demotions and Vacancies

10.1 Seniority shall be defined as the employee's total time of continuous employment with the City. Departmental seniority is defined as the time worked within the current department of the employee. Classification seniority is defined as the total time in grade, rank or classification.

10.2 Probationary employees shall not be covered by this Article until they have completed the initial probationary period of one year and have become regular full-time employees at which time their seniority shall be computed from their date of original hire by the City.

10.3 In the event of a lay-off or reduction in the work force, an employee with the least Department Seniority shall be laid off first. Employees with the greatest department seniority shall be rehired first.

10.4 Employees shall be recalled for up to 18 months. Employees recalled shall not lose their department seniority. Notice of recall shall be sent, by certified mail, to the laid-off employee's last known address as shown on the City's records. The recall notice shall give the employee a minimum of 14 calendar days on which to return.

10.5 An employee's seniority shall be lost for, but not limited to, the following reasons:

a. Discharge
b. Voluntary quit, resignation or retirement
c. Failure to respond to a notice of recall as specified.
d. Illness or injury not covered by Workers' Compensation resulting in an inability to perform an employee's regular work with the City which lasts longer than the approved leave of absence.

10.6 An employee who is hired for only a limited period of time to fill a vacant regular full-time employee's position, not to exceed one (1) year, shall not be entitled to the terms of this Agreement.

10.7 Posting of all vacancies and new positions shall occur within fifteen (15) calendar days from the date that the vacancy occurs. If a vacancy occurs and there will be a delay in filling due to monetary shortages or other stated reasons, the length of the delay shall be posted within fifteen (15) calendar days. All vacancies and new positions shall be open to application by Union employees. Employees may submit their applications to the Chief and/or the Human Resources Coordinator. Status Change applications for employment shall be filled out by the individual seeking the promotion or transfer. The Chief shall be responsible to distribute the applications to the Human Resources Department within seven (7) calendar days of the closing date. The closing date will be specified on each posting. The City of Claremont reserves the right to repost any position if it feels it is in the City's best interest. The position will be awarded to the most qualified by job description as determined by the Chief of Police

along with the concurrence of the Claremont Police Commission. If two or more employees are equally qualified for the position, the employee with the most seniority shall be given preference. Promotions shall be subject to a one-year probationary period.

10.8 Employees in the department where a vacancy occurs who are absent during the entire posting period shall be automatically placed on the list for consideration for the position(s) posted, provided, however, that such employee may, at their discretion, have their names removed from the list within seven (7) calendar days of returning to work, and provided further, that if the position has to be filled, at the discretion of the employer, prior to the time an employee can return, then the employee's name will be removed from the list.

10.9 An employee transferred from another division or promoted to a new position shall have a one-year probationary period. If the employee fails to gain seniority in the new position by the supervisor's appraisal, the employee may return to the position the employee left, displacing the least senior person in that classification.

Promotions

10.10 Competition – Promotions will normally be made from within the department if possible. Promotions will normally be decided in the following manner:

A. Competitive employment exam prepared for the Claremont Police Department.

B. Assessment Center – By at least two (2) unbiased police personnel from communities of comparable size and officers of equal or higher rank for the position being sought and one (1) resident of the City of Claremont to be appointed by the Police Chief. Expenses for the interviews shall be borne by the Department.

C. To determine a selection between two or more equally qualified applicants, the final decision shall be based on seniority with the Department.

D. Probation – An employee may not apply for a promotion while in a probationary status

E. Rank to Rank: Promotions will be from Rank to Rank.

F. Performance – Past and present performance shall also be considered on the Chief's recommendations and personnel record.

G. Promotional Probation – Any promotion shall be followed by a one-year probation period.

H. Police Commission – The police commission has final say on all promotions.

10.11 Eligibility – Any employee of the Department who meets the above requirements shall be eligible for the Competitive Examinations.

10.12 Applicability – The Competitive Examinations process outlined in 10.10 above shall apply to the promotion to:

Police Corporal
Police Sergeant

10.13 Temporary Alternate Positions - Any employee who shall perform duties and responsibilities in an alternate position or higher classification shall be paid the salary rate of the higher classification. This Acting Time provision only applies in case of extended sick leave, department injury, or vacancy of more than three (3) days of duty and shall not apply to vacations or any other leave with pay. Acting Time will be at the lowest rate of the classification provided the rate is higher than the employee's present rate of pay. No Union benefits shall be affected during this time in an acting position.

10.14 At no time shall a part-time patrol officer have authority over a full-time officer.

Article 11

Special Positions

11.1 Senior Officer – The Senior Officer position will be eliminated. Existing Senior Officers will be allowed to maintain their Senior Officer Status, including the additional $500.00 added to their yearly base pay.

11.2 Canine Officer - At the discretion of the Chief of Police, the officer who is assigned a police dog as part of his/her duty assignment may have his/her schedule modified to accommodate training or other department needs that require deployment of the team.

11.3 Whenever possible and consistent with appropriate regulations, the Canine Officer will be assigned a police vehicle specifically equipped for canine service. This vehicle may be taken home by the officer (unless department needs dictate otherwise, i.e., other vehicles down for repairs, transportation to training, etc.) to facilitate his/her response to incidents requiring use of the canine. The vehicle will only be used for official police duties.

11.4 The department will supply all items required for the maintenance of the canine to include, food, veterinary care, and equipment.

11.5 The Canine Officer will be compensated with 1-hour overtime each week for the purpose of feeding and other minor daily dog care requirements that cannot be accomplished while on duty.

Article 12

Safety, Uniforms and Equipment

12.1 The City shall have the right to make regulations for the health and safety of its employees during their hours of work. Representatives of the City and the Union (RSA 281-A:64 Joint Loss Management Committee) may meet the first Tuesday of each even numbered month to discuss such regulations and problems that may need attention, but shall meet at least quarterly as required by Law. The Union agrees that its members shall comply with the City's rules and regulations relating to safety.

12.2 The Union's safety committee shall consist of the Union chairperson and/or a coordinator from each of the following areas:

Fire
Police
City Hall
Parks and Recreation
Public Works

One of the representatives shall act as a committee chairperson and will conduct the meetings.

12.3 The Union and its members agree to exercise proper care and to be responsible for all City property issued or entrusted to them.

12.4 The City shall have the right to provide uniforms and equipment to members of the bargaining unit and to determine reasonable conditions and rules pertaining to their wear and use. Rules for the wearing and use of Uniforms shall be as prescribed by the City. The clothing and equipment furnished by the City shall remain the property of the City. Employees shall sign for this personal equipment. Unserviceable personal equipment provided by the City may be returned for replacement at no cost to the employee. Notwithstanding, employees shall reimburse the City for any equipment that is lost or damaged due to destructive, reckless and/or wanton conduct. The Chief shall have the discretion to waive reimbursement.

12.5 Employees shall not store personal items or equipment in City-owned vehicles without the prior approval of the Chief. Notwithstanding, employees that elect to bring such property to work assume the risk of loss.

12.6 Any employee injured on the job shall be directed to the Priority Care Unit at Valley Regional Hospital whenever practicable for a medical checkup. This responsibility shall be administered by the supervisor or command staff officer. The current City accident reporting policy shall be followed. Employees shall only be responsible for hospital expenses associated with non-work related injuries.

12.7 Non-Uniformed members of the Detective Division shall be provided with a six hundred dollar ($600.00) initial issue upon assignment to that division. Should their assignment last in excess of eighteen (18) months, an additional amount of thirty-three dollars ($33.00) per month for the duration of the assignment shall be provided. These members shall also have their clothes cared for by the City. This amount shall be considered a taxable fringe benefit according to IRS regulations and shall be subject to all required taxes.

12.8 **Ammunition** – Each year, all full-time police officers, upon request, will receive two hundred fifty (250) rounds of service ammunition for the purpose of target practice to improve skills. Rounds will be issued upon the return to the department of a similar amount of expended cases following the first issue of fifty (50) rounds.

Article 13

Holidays

13.1 The following shall be observed as paid holidays for all full-time employees:

New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Floating Holiday
Veteran's Day	

13.2 Holiday's falling on a Saturday shall be celebrated on the proceeding Friday, while those falling on a Sunday shall be celebrated on the following Monday.

13.3 If a holiday occurs while an employee is on vacation, the employee will be charged with the holiday and not a vacation day. If a holiday occurs while the employee is on sick leave, the employee will be charged with the holiday and not a sick day. This provision shall not be construed to negatively impact employees that bank holiday.

13.4 Unless otherwise agreed to in advance by the Chief holiday pay shall not be paid if an employee fails to report to work on the last scheduled workday prior to the holiday and the first scheduled workday after the holiday, except for approved sick leave or bereavement leave. If an employee becomes ineligible for holiday pay under this article as a result of a bona fide illness or circumstances beyond their control, said employee shall be entitled to petition the Chief in writing to make an exception to the policy. The Chief may grant this exception if, in his/her discretion, the employee is able to demonstrate by reasonable and appropriate means that he/she was in fact ill. This right to petition will not be subject to the grievance procedure. Nothing herein shall be construed to prevent an employee from receiving holiday pay if he/she actually worked on the holiday in question, unless said holiday is observed on a different day.

13.5 Police and Police Dispatchers shall be paid at their regular hourly rate for each of the above listed holidays whether or not the employee is on sick or vacation leave. Employees who are scheduled to work and actually work in the police department or emergency communications center on New Year's Day, Thanksgiving Day and/or Christmas Day shall be paid at the rate of one and one-half (1 ½) times their standard hourly rate. (Prior to December 15, police department employees shall notify their Chief (or designated representative) of their wish to have all holiday pay to be paid as due, or to be paid for all holidays in a lump sum (one check) on or before December 1, of the following year.)

13.6 Floating holidays must be approved at least seven (7) calendar days in advance of the employee's requested date by the Chief or his/her designee. The Chief may take into consideration the needs of the department, scheduled projects, and prior approved leaves in approving the requested leave. Approval shall not be unreasonably withheld.

Article 14

Leave Provisions

14.1 Sick Leave: Each full time employee shall accrue one working day of sick leave for each month worked. Probationary employees may accrue sick leave but are not entitled to use the accumulated sick leave until three months of their probationary period has been completed. Workers' Compensation leave shall be considered time worked for purposes of this Section. Sick leave may be accumulated to a maximum of forty-five (45) working days. Employees who have more than forty-five days accumulated on October 1, 1997 shall retain and be permitted to maintain their accumulated days. Further, employees that are recalled shall retain all sick days accrued as of the date of layoff. Accumulated sick leave is lost when the employee leaves the City service, except as provided for herein. In the event of the death of an employee caused by or from the performance of the employee's duty, the City shall pay the employee's designated beneficiary one hundred percent (100%) of the employee's designated sick leave.

14.2 Sick leave is granted because of illness or off-duty accident of the employee or a member of the employee's immediate family, requiring the employee to stay home. In order to be paid sick leave, the employee must notify the Chief or his designee prior to the beginning of the employee's scheduled time to work, except for good cause shown. The employee may be required to furnish proof of sickness by a doctor's excuse, confirmation of doctor's appointment, or by reporting to Priority Care at the City's expense. Employees who have been absent for five consecutive days or are out intermittently for a qualified reason will be placed on family medical leave (FMLA). If it is later determined to be that the absence was due to a work related injury, all FMLA leave shall be credited back to the affected employee. Each employee placed on FMLA due to a non-work related illness or injury shall be required to obtain a return to full duty work status without restrictions (fitness for duty/per employee's job description) prior to returning to work. This paperwork must be submitted to and approved by the Human Resources Coordinator prior to the beginning of the employee's shift. This requirement shall not be construed to prohibit any bona fide request for accommodations under The Americans with Disabilities Act Amendment Act (ADAAA). Employee's who are placed on, or have requested FMLA leave, must keep the Chief and Human Resources Coordinator informed of their medical status.

14.3 Each full time employee completing a full calendar year of employment with no sick days used shall be entitled to two (2) vacation days in addition to the employee's accrued vacation during the following calendar year. Employees taking two (2) sick days or less during the calendar year shall be entitled to one (1) additional vacation day during the following calendar year.

Article 15

Bereavement Leave

15.1 Bereavement leave of five (5) working days with pay shall be granted to an employee in the event of death of his/her:

Spouse
Father
Mother
Child
(Or) a relative domiciled in the employee's household

15.2 Special leave of two (2) working days, with pay, shall be granted an employee in the event of the death of the employee's or his/her spouses:

Father
Grandchild
Grandmother
Grandfather
Brother (Including in-law)
Mother
Uncle
Aunt
Sister (Including in-law)

15.3 Under extenuating circumstances, additional days, with pay, may be granted with written approval of the City Manager.

Article 16

Personal Days

Personal Days: Full time employees shall be entitled to two (2) non-cumulative Personal Days each calendar year. These days may not be carried over into the following year. Personal days may be taken at any time provided the shift is at full compliment or adequate coverage is provided for within the department. One day must be taken in its entirety and the second may be used in 1/2 workday increments.

Article 17

Injury Leave

17.1 Injury leave, as distinguished from sick leave, shall mean any paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was on duty. Employees of the City are covered by Worker's Compensation Insurance. In the event of injuries causing temporary total disability of less than seven (7) days, the City will pay the employee's regular pay for such period since payments are not made under the Worker's Compensation Insurance for such accidents. Since Worker Compensation benefits do not provide payment of the employee's entire regular net pay, the City will augment the Workers Compensation payments up to the employee's regular 40 hours net pay for a period not to exceed twelve (12) months. Any funds used to augment Workers Compensation payments after the first twelve months shall be deducted from an employee's accumulated sick leave. If an employee has used all of his/her sick leave, then vacation time, personal time, and/or earned time will be substituted to the extent available. Employees are required to sign over any compensation provided by Workers Compensation to the City for any augmented funds provided by the City to the employee or on the employee's behalf.

17.2 Except as provided for herein, in the case of injuries causing temporary total disability, the City will use the employee's sick time pay to pay the employee's entire regular pay during such periods when payments are not made under the Worker's Compensation Insurance. If the employee does not have sick time available then any paid leave such as vacation time, personal time and/or earned time will be used to supplement the employee's wages up to net pay. In the event of injuries causing temporary total disability, the City will supplement the payments made by the Worker's Compensation, so that it will equal the employee's regular 40 hours Net Pay. Net Pay is defined as the amount of Pay an employee receives for 40 hours of work after necessary deductions such as Federal Income Tax, Pension, Social Security, Health Insurance, Dental Insurance, Retirement and Union Dues etc. In the event of permanent total disability or death resulting from an accident received on the job, these supplemental payments will be made subject to the same rules and regulations as Worker's Compensation Insurance and shall not be payable if the accident is due to intoxication or willful misconduct on the part of the employee.

17.3 Employees within the same Department may contribute up to a total of forty (40) hours of sick leave per year to any other employee(s) within the same Department who suffers from a serious health condition and has exhausted all their available leave, excluding one week of vacation. Any employee who suffers from such a serious health condition and is about to exhaust all their available paid leave, excluding one week of vacation, is entitled to make a request in writing to the Sick Leave Donation Committee requesting additional days. Any employee who suffers from such a serious health condition and has exhausted all their available paid leave, excluding one week of vacation, may accept from other employees within the Department up to a total of two hundred and forty (240) additional hours of sick leave during any twelve-month period.

17.4 Upon receiving a request for additional sick leave, the Sick Leave Donation Committee shall determine eligibility. The eligibility determination shall be subject to the grievance process up to but not including arbitration. If it is determined that the union employee in question is eligible, the

Committee shall post a notice of the request. Any employee wishing to donate sick leave to another union employee within the same Department, must communicate to the Human Resource Coordinator, in writing, the amount of hours the employee wishes to donate. In order to be eligible as a donor, the employee in question must maintain a minimum of twenty (20) days of accumulated sick leave. Further, the employee who donates sick leave shall have the option of donating anonymously. The Sick Leave Committee shall not divulge the identity of any employee (s) who does or does not donate sick leave without their consent.

17.5 The Sick Leave Committee shall be comprised of the Human Resource Coordinator, the Director of Finance, and two union employees. The union members shall be designated at the beginning of each year and shall be selected by the union stewards/presidents of all four collective bargaining units. The union employee members shall be rotated from year to year to ensure that there is equal member participation amongst all collective bargaining units. No more than one union employee may serve from each collective bargaining unit at any one time. All determinations of eligibility shall require a majority vote of the members of the Sick Leave Committee.

17.6 This policy incorporates the definition of serious health condition as defined by the Family Medical Leave Act. Notwithstanding, and for the purposes of this provision, donated sick leave shall only be available for the employee's own health condition and not to care for a member of the employee's family or for the birth or adoption of a child, unless the family member or child in question suffers from a life threatening health condition that requires constant, continuous, and immediate care. Donated sick time shall not be consider as "used" for the purposes of determining eligibility for any sick leave incentives.

Article 18

Medical Leave

18.1 Written medical leaves of absence without pay shall be granted by the Chief for a period not to exceed twelve (12) work weeks in any twelve (12) month period. Beginning with the date that the leave dispersed is designated as FMLA Leave. Medical leaves of absence shall only be granted to full-time regular employees for purposes of a serious health condition of the employee, spouse, child or parent, or because of the birth of the employee's child or the placement of the employee's adopted child. While on medical leave, each employee must keep the Human Resources Coordinator advised as to the medical recovery progress. Employees who are out on FMLA shall be entitled to non-retroactive salary increases upon return to full duty. To be eligible for leave without pay for medical reasons, the medical condition of the employee or of the family members for which leave is taken must be certified with a physician's written medical statement. If a husband and wife both work for the City and each wishes to take leave to care for the birth of a child, adoption, or placement of a child in foster care, or to care for a parent with a serious health condition, the husband and wife may only take a combined total of twelve (12) weeks of leave or twenty-six (26) weeks if for the care of a covered injured or ill service member.

18.2 During a medical leave of absence without pay, an employee shall have no loss of health, dental, life, or short-term disability benefits but will not continue to accrue any paid leave benefits while out on medical leave. Health and Dental insurance benefit payments will be paid by the City in accordance with the established level of contribution during periods when the employee is on medical leave without pay. The employee shall be responsible for payment of the employee's share of said insurance benefit payments.

18.3 A medical leave of absence may be requested by the employee if the employee is aware ahead of time of a problem and/or a condition that qualifies for family medical leave (FMLA). However, even if the employee does not request FMLA, the employer may nonetheless designate the leave as FMLA, at its sole discretion, thereby activating the twelve-week period. It is the responsibility of the employee to keep the Human Resources Coordinator informed as to the medical status of the employee. The employee must use paid leave during this medical leave if paid leave exists on behalf of the employee. The employee will maintain the option as to which leave bank he or she utilizes while on the paid leave. If the paid leave should be exhausted prior to the employee returning to work, then the remainder of the family medical leave will continue to be unpaid. During the unpaid leave of absence, it will be the employee's responsibility to pay the normal weekly contributions to health, dental and additional contributions (except union dues) on his/her behalf or reimburse the City for any payments made on the employee's behalf during such unpaid leave. Should the employee not be eligible for short-term disability benefits, it will be the employee's responsibility to maintain health coverage at COBRA rates until his/hers return to work. Any employee, who does not return promptly to work, once released back to full duty, may be dismissed for cause. It shall also be cause for the employer to collect full cost of insurance benefits from that employee should he/she not return back to work.

18.4 Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position to that the employee held before the leave was granted. Leave may be extended with approval of the City Manager due to a serious health condition of the employee, the approval of which shall not be unreasonably withheld. Failure of the employee to report promptly for work at the expiration of the leave shall be cause for dismissal.

Article 19

Authorization Leave

19.1 Employees may, with the approval of the Chief and with consideration of the good of the department, and approval of the City Manager, be granted a leave of absence. The granting of such leave shall protect the employee's existing continuous service for the leave period. However, if the employee has paid leave time accrued at the time of the request, or accrues such time during the period of leave, prior to commencing unpaid leave, then the employee must use the paid leave prior to the permission of the unpaid leave. Leaves of absence will not be granted to permit employment elsewhere. Authorized leave of absence with protected seniority shall not be permitted for periods in excess of ninety (90) days, except in unusual and deserving cases, which shall be determined by the City Manager, Chief, and Human Resources Coordinator. The employee loses all benefits provided by the City during such time however, the employee may elect to continue health and dental coverage as his/her expense at current COBRA rates. Employees who are out on authorized leave shall be entitled to non-retroactive salary increases upon return to full duty.

19.2 Maternity Leave. Pursuant to Federal law, the City agrees to grant employees covered by this agreement leaves of absence, for periods not to exceed twelve (12) weeks, for Maternity Leave. If paid vacation time is banked then employees must use paid vacation time until it is exhausted. If the employee who is requesting a leave of absence accrues paid leave time anytime during the requested leave of absence, then the paid leave time will be issued to the employee with the remainder of the leave to be unpaid. This leave may be extended in unusual and deserving cases. Employees who are out on maternity leave shall be entitled to non-retroactive salary increases upon return to full duty.

Article 20

Military Leave

Any full-time employee is entitled to seventeen (17) days leave without pay annually for duty with the reserve components of the Armed Forces of the United States of America or the National Guard. This shall not affect the employee's annual vacation. The City will pay a full-time employee for such service in the military, the difference between the military earnings, and regular pay for the period. In order to qualify for this payment, the employee must first submit documentation verifying the amount received from the military. The City agrees to comply with current Federal law pertaining to the privileges of employees ordered to extended active duty by the United States Government.

Article 21

Jury Duty

21.1 An employee called as a juror or witness shall be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service.

21.2 Employees who are called to jury duty and are excused from jury duty for a day or any portion thereof during their normal work schedule shall be required to report to their regular work assignment as soon as it is reasonably possible after being excused.

21.3 Satisfactory written evidence of such service must be submitted to the employee's immediate supervisor.

21.4 Payment of meals and/or mileage shall not be considered as part of the fee for this Section.

Article 22

Vacations

22.1 All regular full-time employees are entitled to vacation. Vacation time shall be posted to the employee's account as of January 1 of each year. Vacation time for those employees with less than one full year as of January 1 shall be pro-rated for the first year. Employees shall not be entitled to take/use vacation time until they have completed 6 months of regular full-time employment.

Vacation pay will be based on an employee's base rate of pay on the following basis:

TIME IN SERVICE	DAYS VACATION PER YEAR
From zero (0) year to four (4) years	Eleven (11)
Five (5) years	Twelve (12)
Six (6) years	Thirteen (13)
Seven (7) years	Fourteen (14)
Eight (8) years	Fifteen (15)
Nine (9) years	Sixteen (16)
Ten (10) years	Seventeen (17)
Eleven (11) years	Eighteen (18)
Twelve (12) years	Twenty (20)
Thirteen (13) years	Twenty-one (21)
Fourteen (14) years	Twenty-two (22)
Fifteen (15) to nineteen (19) years	Twenty-three (23)
Twenty (20) to twenty-four (24) years	Twenty-five (25)
Twenty-five (25) or more years	Twenty-seven (27)

22.2 All vacations shall be subject to the approval of the Chief of Police. When it is necessary to limit the number of employees on vacation at any one time, vacation will be allowed at the discretion of the Chief or his/her designee. Vacation time shall not be arbitrarily or capriciously denied.

22.3 All employees shall be required to take their vacation during the calendar year. No vacations shall be accumulated or carried over to the next fiscal year without the written approval of the Chief of Police. In the event of an exception, a maximum of no more than 10 days may be carried over or approved by the Chief. After completion of the first full year of service, vacations may be taken at any time during the following calendar year. Employees with five (5) years or more of service may carry over up to and including ten (10) vacation days into the following year at the rate earned. Any qualified employee who wishes to exercise the provisions of this Section must notify the Chief of Police, in writing, by November 1 of that year.

22.4 An employee who is separated, dismissed or retired from City service shall be granted the sum total of the employee's vacation leave at the date of such separation, dismissal or retirement.

22.5 In the event of the death of an employee, the City will pay all the employee's earned wages, vacation, accumulated sick days and pro-rated longevity pay to the employee's designated beneficiary or estate if there is no beneficiary. The insurance carrier will pay the life insurance benefit. It is the responsibility of the employee to notify the Human Resources office in writing of any change in beneficiary.

22.6 Vacations may be taken in weekly increments or on a per day basis both requiring at least twenty-four (24) hours advance approval from the Chief of Police or his/her designee as in Section 22.2 above.

Article 23

Short Term Disability

23.1 The City shall provide short-term disability income insurance after the employee has served two (2 years) of continuous employment with the City. Short-term disability coverage will become effective the 1st of the month following the employee's 2nd year anniversary. Short-term disability shall consist of the following:

(1) Two-thirds of the employee's base income, paid by the insurance carrier, up to a maximum allowable benefit (cap) of $750.00.

(2) Twenty-six (26) weeks of coverage,

(3) Forty-five (45) day waiting period,

(4) Disability payments are solely the responsibility of the insurance carrier.

All disabilities shall be verified by a medical doctor's statement as to the length of time and the severity of the disability. The City may request a second opinion at its expense. Disability coverage shall not apply to injuries covered by Workmen's Compensation Insurance. Health insurance coverage shall remain in force for the employee with the employee paying the employee's contribution in accordance with Section 18.3, above. Employees who are out on Short Term Disability shall be entitled to non-retroactive salary increases upon return to full duty. Employees are required to sign over any compensation provided by the City's provided Short Term Disability to the City for any augmented fund provided by the City to the employee or on the employee's behalf.

23.2 Any funds the employee uses to augment Short Term Disability payments shall be deducted from the employee's accumulated sick leave. If an employee has used all of his/her sick leave, then vacation time, personal time, and/or earned time will be substituted to the extent available.

23.3 The City reserves the right to change, at its discretion, from time to time, insurance carriers; provided any insurance carrier selected shall be licensed to do business in the State of New Hampshire and shall provide insurance coverage that is as relatively similar as possible. The City will inform the Union of any prospective change of carrier 90 days in advance.

Article 24

Health Insurance

24.1 The City shall make health insurance available to each regular current full time employee. The City will provide the following plans: Blue Choice 3 Tier; Blue Choice 2 Tier; and Blue Cross/Blue Shield JWMC and Blue Cross/Blue Shield JW (Police Only) in accordance with the benefit summary set forth in addendum "A". The City shall contribute an amount, based upon the **Matthew Thornton MTB20 RX 10/20/45**, equal to the following percentages:

January 1, 2014: 100%

January 1, 2015: 95%

January 1, 2016: 90%

24.2 Employees who choose another plan offered by the City shall contribute all additional costs over and above the City's contribution for the cost of the Matthew Thornton MTB20 RX 10/20/45 plan to be deducted on a weekly basis through payroll deductions.

24.3 Employees may only change enrollment during the open enrollment period unless circumstances allowed by the insurance company dictate otherwise.

24.4 Notwithstanding the foregoing, for employees hired after October 1, 2013, the employees shall be limited to the Matthew Thornton MTB 20 RX 10/20/45 plan with the City contributing an amount equal to 90% of the plan premium.

24.5 The City reserves the right to select the insurance carrier for all insurances required by this agreement, provided that:

(1) All such carriers shall be licensed to do business in New Hampshire;

(2) The coverage of such insurance policies is substantially equivalent of the existing policies offered under this contract in the year 2014;

(3) The City will inform the Union of any prospective change of carrier ninety (90) calendar days in advance. The parties agree that should a dispute arise regarding any change in health insurance benefit, they will agree to expedited review of any grievance to ensure resolution prior to the implementation of any new insurance.

24.6 Any regular full time employee who does not enroll in the City's health care plan shall receive a lump sum payment equal to one-half (1/2) the City's contribution to the Matthew Thornton MTB20 RX 10/20/45 plan for a single person. Probationary employees in their first year of service with the City shall not qualify for this payment nor shall an employee who has been un-enrolled in the City's health care plan for less than one year. Payment shall be made in November of each year. Any employee taking advantage of this provision shall provide proof of other health insurance by January 1 of each year, to the Human Resources Coordinator and sign a Health Insurance Stipend Agreement each year.

Article 25

Dental

The City shall provide the Delta Dental Insurance Option III program or a similar plan for all regular full time employees. Employees opting for a two-person or family plan shall be responsible for the additional cost of such a policy to be deducted on a weekly basis through payroll deductions.

Article 26

Life Insurance

26.1 The City shall provide each regular full time, non-probationary period employee, a life insurance policy equal to one year's salary, to the next highest one thousand dollars ($1,000.00) of the employee's base pay not to exceed $95,000.00. Coverage will become effective the 1st of the month following the employee's anniversary date of hire.

26.2 In the event that that the City Council adopts the provision of RSA 31:105 & 31:106, the City shall indemnify applicable employees as provided for by law. Such indemnification shall remain in effect until such time as the City Council determines otherwise. Nothing herein shall be construed as providing protection for employees beyond those set forth in RSA31:105 & RSA 31:106.

Article 27

Disciplinary Events

27.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.

27.2 Except as provided in Article 9 (initial probation) above, all discipline shall be for just cause and the employee must be given the reason for such discipline. A copy of any discipline reduced to writing shall be given to the employee and the Union Steward/President at the time of imposition of the discipline.

27.3 Disciplinary actions shall normally follow this order, but shall not be so limited in their application:

a. Verbal warning,
b. Written warning,
c. Suspension, without pay,
d. Demoted or Discharge.

27.4 An employee may be disciplined for, but not limited to, the following conduct:

a. Misconduct during employment,
b. Incompetence or inefficiency,
c. Failure to perform assigned duties,
d. Disobedience to the employee's supervisor,
e. Intoxication or consuming alcoholic beverages or drugs while on duty,
f. Conviction of a felony,
g. Failure to observe rules and regulations.
h. Unauthorized absence from duty.
i. Loss of driver's license, unless the employee has sufficient vacation time to cover the length of time that the driver's license is lost.

27.5 The service record of an employee still employed by the City, disciplined under the provisions of this Article, shall be cleared after a period of two (2) years of good conduct if disciplined with a verbal or written warning, and after four (4) years of good conduct if disciplined with a suspension or demotion.

Article 28

Grievance Procedures

28.1 The purpose of the grievance procedure shall be to settle all employee grievances on the lowest practical level as quickly as possible to insure efficiency and high employee morale. A grievance for the purposes of this Agreement shall be a complaint or claim arising between the employer and the employee regarding the meaning or application of this Agreement. Grievances arising out of matters covered by the Agreement shall be processed in the following manner:

Grievance Step 1:

A. Any grievance shall be filed with the Chief of Police and Union President/Chairmen or Union Steward not later than fifteen (15) calendar days from its occurrence or the date when the aggrieved had reasonable notice of such grieved action or such grievance will be invalid and shall not be given any consideration. The written grievance shall state the date and time of the incident, a description of the incident, and the applicable part(s) of this Agreement.

B. A meeting shall be held between the aggrieved employee, the Chief of Police and the Union Steward within seven (7) calendar days of receipt of the written grievance. A written decision shall be rendered within seven (7) calendar days of the meeting.

Grievance Step 2:

C. If the Employee or the Union is not satisfied with the decision of the Police Chief, he/she may file, within ten (10) calendar days following the Chief's decision, a written appeal with the Police Commission, setting forth the specific reasons why he/she believes the Agreement is being violated by the City action in question. At the next regularly scheduled Police Commission meeting, the Police Commission shall schedule a hearing or issue a written decision. After said hearing the Police Commission shall render its decision within ten (10) calendar days of the hearing, and a written decision shall be rendered within five (5) calendar days thereafter.

Grievance Step 3:

D. In the event the dispute has not been settled at level C. above, the decision of the Police Commission may be appealed by filing a demand for arbitration within thirty (30) calendar days of receipt of the Police Commission's decision. The demand for arbitration shall be filed with the New Hampshire Public Employees Labor Relations Board or any mutually agreed substitute arbitrator or arbitration panel. The expense of the arbitrator's service shall be borne equally by the two (2) parties. Each party shall bear the expense of their own representation. The decision of the arbitrator shall be final and binding on both parties as to issues of fact only and the parties may appeal issues of law to a Court of competent jurisdiction.

28.2 The specified time periods may be extended for valid reasons only and by mutual consent of both parties involved.

Article 29

Drug and Alcohol Policy

29.1 Employees shall not possess, use, or sell illegal controlled substances or alcoholic beverages while on duty or while acting in an official capacity for the City.

29.2 Employees shall not report to work or attempt to work while under the influence of alcoholic beverages or controlled illegal substances.

29.3 The Department Head may enforce this policy by requiring employees to submit to drug and alcohol tests, upon reasonable articulable suspicion that an employee is under the influence of illegal controlled substances or alcoholic beverages. Reasonable suspicion must be initially determined by or confirmed by the Department Head or the Department Head's designee.

Section 1 – Grounds for Testing

A. When a Department Head, Police Chief, Fire Chief, Commanding Officer (police or fire) or Supervisor has reasonable suspicion to believe that a member or employee is using or is under the influence of an alcoholic or other intoxicating beverage, controlling substance, or narcotic drug while on duty, the commanding officer, or supervisor shall notify the member/employee's Department Head, Police Chief or Fire Chief. The member or employee may then be ordered by his/her Department Head, Police Chief or Fire Chief to submit to testing to detect the presence of alcohol, controlled substance, or narcotic drugs in the body.

B. When a Department Head, Police Chief, Fire Chief, Commanding Officer (Police & Fire), or Supervisor has reasonable suspicion that a member or employee is illegally using controlled substance or narcotic drug while on duty by the department, (Police & Fire only on or off duty,) the commanding officer or supervisor shall notify the member/employee's Department Head, Police Chief, or Fire Chief. The member or employee may then be ordered by the Department Head, Police Chief, and Fire Chief to submit to toxicology testing designed to detect the presence of controlled substances or narcotic drugs in the body.

Section 2 Member/Employees Obligations:

A member or employee's refusal to submit, when and where so ordered, to toxicology testing may result in disciplinary action, including dismissal.

If required by the person or agency conducting toxicology tests, the member or employee shall sign a consent form authorizing the release to the Human Resources Department.

Section 3 Procedures for Testing:

The toxicology tests performed shall be a urine (GCMS) or blood test, at the choice of the member or employee, or if no choice is made, at the direction of the Department's Director/Chief ordering the test.

A. Three samples urine or blood will be drawn at the time of testing.

B. If the results of the testing of the first sample are found to be positive, a second test involving the second sample will be made to confirm the results of the first test.

C. If the results of the testing of the first sample are found to be negative, a second test involving the second sample may be made at a different certified laboratory at the discretion of the Department Head/Chief to confirm the results of the first test.

D. The third sample shall be given to the member/employee to have independently tested, at his/her expense, if so desired.

E. If the results of the first and second test differ and an additional test is required at the discretion of the Department Head/Chief, the third sample that was independently tested at the expense of the member/employee shall be the determining test. If the member/employee decides not to have the third sample independently tested, then the Department Head/Chief may order the third sample tested and that test shall be the determining test.

F. If the Department Head/Chief decides not to require an additional test when the results of the first two differ, the test shall be deemed inconclusive.

G. The subject member/employee of the toxicology test may, upon request, receive a copy of the report, provided, however, that the Department Head/Chief, upon request received a copy of the report of the test results of the independent toxicology test from the subject member/employee.

H. All evidentiary samples of blood and or urine/ shall be handled according to standard practices and departmental policies and procedures.

Section 4 Employee Rights:

A. Results of toxicology test for alcohol, controlled substances, and narcotic drugs may be the cause for departmental disciplinary actions, but will otherwise be kept confidential to the extent permitted by law, unless the member/employee consents otherwise.

B. The Department Head/Chief who orders the test shall inform the member or employee that results of toxicology tests for alcohol, controlled substances, and narcotic drugs shall not be used in any criminal investigation or prosecution. Employees shall be extended Garrity rights to prevent the use of any testing results in any criminal proceeding.

C. The urine testing procedure shall be so designed that members or employees are allowed to provide the sample in a manner which does not unreasonably subject them to embarrassment or humiliation.

B. The investigator shall inform the member/employee of the name of the complainant and the nature of the complaint, if it has not already be done, prior to ordering a member/employee to submit to a toxicology test.

Section 5 Miscellaneous:

Members and employees who seek voluntary assistance for alcohol and substance abuse shall not be disciplined merely for seeking such assistance.

Article 30

Longevity

30.1 Longevity pay will be paid to all full-time employees in one lump sum payment in November, based on the employee's anniversary date of hire and the following table:

Five (5) to nine (9) years of service	$300.00
Ten (10) to fourteen (14) years of service	$400.00
Fifteen (15) to nineteen (19) years of service	$500.00
Twenty (20) to Twenty-Four (24) years of service	$600.00
Twenty-Five (25) year of service and over	$700.00

30.2 Employees must be employed with the City of Claremont at the time longevity is paid (as of November 1 of said year) to be eligible for the longevity payout. Retiring employees who meet all the retirement eligibility requirements set forth by NHRS shall receive their longevity payment at the time of their retirement as long as that money has been allocated in the current year's budget.

Article 31

Mileage

Employees required or requested to use their personal vehicles in the course of their duty for City business shall be reimbursed at the standard rate allowed under the Internal Revenue Code. Vehicle use must be approved by the Chief of Police and every attempt must be made to secure a City vehicle for use prior to approving the use of personal vehicles. In the event that an employee is using his/her own personal vehicle on City business, all safety procedures (i.e. seatbelt usage) must be followed.

Article 32

Retirement

32.1 All bargaining unit employees shall participate in the New Hampshire State Employee's Retirement System as a condition of employment.

32.2 After twenty (20) years satisfactory service with the City of Claremont, and State Retirement Age (Group 1 Employees – age 60, Group 2 Employees – age 45) or upon State Approved Disability, City employees upon retirement shall be paid one hundred percent (100%) of their individual accumulated sick leave as a retirement severance adjustment.

32.3 NHRS Group 1 employees who have reached the age of sixty (60), or NHRS Group 2 employees who have reached age forty-five (45) or greater, and who have completed at least ten (10) years satisfactory service with the City of Claremont shall, upon retirement, be paid fifty percent (50%) of their individual accumulated sick leave or one thousand dollars ($1,000.00), whichever is greater, as a retirement severance adjustment.

32.4 Not withstanding any other provision in Article 32, the separation benefit under this section will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable within sixty (60) days after the employee's retirement, and shall equal the maximum portion of the separation benefit that will not result in the New Hampshire Retirement System assessing the City of Claremont for "spiking" (currently codified in RSA 100-A:16 III-a). The second lump sum payment shall be due and payable 121-150 days after the employee's retirement or beyond such time so as to prevent the City of Claremont from incurring spiking and/or additional assessment penalties and costs by the New Hampshire Retirement System, and shall equal the remainder of the separation benefit that was not paid in the first lump sum.

Article 33

Payroll

33.1 The Pay Week for all departments will begin on Sunday at 12:01 A.M. and end on Saturday at 12:00 Midnight. Departmental payroll sheets must be submitted to the payroll department every Monday by 12:00 Noontime. If a holiday occurs on the Monday that the payroll is to be submitted then payroll will be due on Tuesday by 12:00 Noontime or the first day of work following the holiday(s).

33.2 Payroll will be paid weekly on Fridays. Direct deposit will be available to those individuals electing to sign–up for this benefit through the payroll office.

Article 34

Hours of Work, Overtime Pay & Detail Pay

34.1 The normal work schedule for Patrol Officers shall be no more than four (4) eight hour days followed by at least one (1) day of rest. The normal work schedule shall include not working more than eight (8) days without having two (2) consecutive days of rest, to include having every third Saturday and Sunday as the two (2) days of rest. This may be varied from under emergency conditions in order to properly fill shifts with existing personnel.

Permanent working shifts will consist of:

* Midnight to 0800 shift, Midnight shift[1]

* 0800 to 1600 shift, Day shift[2]

* 1600 to Midnight shift, Evening shift[3]

* Swing shift - Members of the Swing Shift may be assigned to any shift or any combination of shifts

These shift hours may vary by no more than one hour earlier or later.

In addition to the above permanent Shifts, the Chief of Police or his designee may institute the following additional shifts which may be worked as five (5) consecutive days followed by two (2) consecutive days of rest:

* 0900 to 1700 or 1000 to 1800 shift

* 1700 to 0100 or 1800 to 0200 shift

These supplemental shifts may be filled through the bid process, assigned to the School Resource Officer during the School Summer Vacation, or assigned by the Chief or his designee with the employee's consent.

---

[1] Minimum of two (2) seniority patrol slots shall be maintained.
[2] Minimum of two (2) seniority patrol slots shall be maintained upon retirement, resignation or temporary re-assignment of Sr. Ofc. O'Hearne, Ofc. Simonds, and Ofc. Vezina.
[3] Minimum of two (2) seniority patrol slots shall be maintained.

34.2 **BID PROCESS**: Permanent shifts shall be filled by bid process which shall take place each December. Permanent shifts that become open after the December bid process shall be posted and employees shall be allowed to bid for such permanent shift openings. Permanent shifts shall be filled based on seniority.

34.3 **POSTING**: Open permanent shifts shall be posted for seven (7) days as soon as possible after the department becomes aware that the permanent shift is open. Award of the Shift shall be made no later than fifteen (15) days from the date of posting, whenever possible.

34.4 **MUTUAL CHANGE OF SHIFTS**: The Chief or his designee may grant the request of any two (2) employees to change shift cycles, tours of duty, or days off, provided the request is made in writing.

34.5 **TRANSFERS**: Transfer of an employee from one shift or tour to another shall be made by the Chief for administrative or disciplinary reasons, provided that two (2) weeks notice be given to affected employees, prior to the effective date of the transfer, except in emergencies for administrative transfers to cover sick leave or other unanticipated extended absences occurring without prior notice.

34.6 **OVERTIME**: Employees covered under this contract shall be paid overtime at the rate of time and one-half their hourly base rate of pay for all actual hours worked in excess of forty (40) hours per week. For the purposes of this provision, holiday pay shall be counted as actual hours worked. All hours not worked shall not be computed for purposes of overtime pay and will be paid at their regular hourly rate unless otherwise specified herein. Overtime will, as much as possible be equally divided among all employees, with preference given to full-time employees. First refusal shall be given to employees with the rank commensurate with the overtime, i.e. (1) Communications Specialist: (2) Patrolmen: (3) Sergeants, before members of other superior or inferior ranks are assigned to said duty. Employees shall be paid overtime for all hours worked in excess of their regular shift. Sick time shall not be taken into consideration for the purposes of determining hours worked. The exclusion of sick time calculation shall not apply in the case of emergency callbacks. Overtime pay shall be one and one-half (1 1/2) the employee's standard hourly rate, computed to the nearest one-fourth (1/4) hour with the exception of time annexed to the end of the employee's shift.

34.7 **Call Back** – Employees called back to work after having left the station at the end of their shift or during any other period of off-duty hours will be paid a minimum of three (3) hours at time and one-half (1 ½) the employee's regular hourly rate.

34.8 **Court** – Employees required to attend court during their off duty hours shall be paid a minimum of three (3) hours at time and one-half (1 ½) the employee's regular hourly rate. Witness fees for such appearances shall be directed to the City of Claremont. Officers who attend court may be required to fill a patrol position when day shift personnel are out of work for illness or

vacation leave. This required duty will only be filled when the position to be filled would have been covered with paid overtime. Additionally, Officers who attend court may be required to complete outstanding paperwork but shall not be required to do so for any longer than a total of two (2) hours, which total shall include their time spent in court.

34.9 Private Details – Private detail extra duty shall be paid to the employee at the following rates:

2014	**-**	**$44.00**
2015	**-**	**$46.00**
2016	**-**	**$48.00**

34.10 Employees assigned to the Criminal Investigation Division shall work a schedule as determined by the head of the Criminal Investigation Division with the concurrence of the Chief of Police. Due to the nature of the work, investigators are required to be on call. The department will supply pagers to investigators. Employees required to be on call and available shall be given four hours off per month.

34.11 Communications Specialists may continue to work the schedule under which they presently work. Communications Specialists may work any schedule and shift configuration which they mutually agree to work at the discretion of the Chief of Police or his/her designee. Starting and ending hours may be varied by no more than one hour sooner or later than that worked by patrol officers at the discretion of the Chief of Police or his/her designee.

34.12 Amendment – This article may be amended by agreement between the City and the Union at any time during the term of this agreement. This will allow both parties to explore different shift schedules and staffing options that may better suit the department.

34.13 Corporals and Sergeants may work any schedule and shift configuration which they mutually agree to work at the discretion of the Chief of Police or his/her designee. Starting and ending hours may be varied by no more than one hour sooner or later than that worked by patrol officers at the discretion of the Chief of Police or his /her designee.

34.14 A <u>three (3) hour minimum</u> shall be paid for all school district activities, i.e. Football, Basketball games.

A <u>four (4) hour minimum</u> shall be paid for all other outside details.

Article 35

Educational Seminars and Conferences

At the discretion of the Chief, employees may attend educational conferences and/or seminars. The City will pay for the fee (if any) of the conference/seminar that the employee plans to attend. The City will also provide transportation if at all possible (with the use of a City vehicle) or reimburse the employee with mileage at the rate of the current IRS rates. The City (through department expense sheets) will reimburse employees up to $10.00 for lunch with submission of receipt (Tips and/or alcohol are not eligible for reimbursement.) If lunch is included/provided for at the conference/seminar then employees will not be eligible for lunch reimbursement. Employees may elect to stay for the complete course however, if with traveling time, the employee fails to return to work prior to his/her regularly scheduled hours, overtime will not be paid unless overtime is authorized in advance prior to the seminar. If the Department requires the employee to attend the conference / seminar to obtain and/or maintain certifications, then the employee will receive overtime if he/she returns back to their department after his/her regularly scheduled hours. Signed authorization for overtime must be approved prior to the conference/seminar.

Article 36

Educational Reimbursements

36.1 The City agrees to provide reimbursements to full time employees who complete approved courses relative to their current responsibilities or as part of an approved career development program based upon the following standards: the cost of course tuition and books, but not to exceed $1,500 per employee in a calendar year and not to exceed the total budgeted amount for this program.

36.2 Courses must be approved in advance by the Chief as related to the employee's job, or as part of a career development program. Approval must be obtained through the Human Resources Dept./Payroll Dept. in accordance with a payroll deduction form (attached see addendum form "B") being completed and signed by the employee.

36.3 Once a course has been approved as meeting the requirements, an advance will be made to the employee for up to one-half (1/2) of the authorized cost of the course tuition and books, not to exceed $750.00 based upon the employee's length of service and eligible authorized cost(s). The remainder of the course reimbursement, not to exceed $750.00, will be paid to the employee upon presentation of a certification/grade and employee's eligible length of service.

36.4 Full time employees who have one (1) to three (3) years, of employment with the City, will receive 50% reimbursement of the authorized course. (Grade must be C or higher, or P in a pass or fail (F) grading system). Full time employees, who have four (4) or more years of service with the City, will receive 100% reimbursement of the authorized course with an A or B average and 75% reimbursement of the authorized course with a C average. Grades below a C will receive no reimbursement. Any employee failing to satisfactorily complete a course shall have the one-half (1/2) advance payment deducted from the employee's paycheck in equal amounts, not to exceed $50.00 in any one week. In the event that the employee terminates prior to the payback, the employee will have the balance due taken from their final paycheck.

36.5 If the employee's failure to attain a passing grade is due to a work-related injury or job assignment (at the direction of a superior with knowledge of the conflict), reimbursement shall not be required. The Chief may waive reimbursement under extenuating circumstances.

36.6 Approvals for courses shall be considered on the basis of relevancy of the course, number of full time employees applying and funds available.

36.7 If a course is paid for in whole or in part through Federal, State, or other scholarship programs, then the city will reimburse for such a course to the extent the scholarship did not cover the entire cost of such course, it being the intent of the Section to eliminate double payments for any course.

36.8 Educational expense shall include: tuition, registration, and books. This provision shall not apply to educational expenses required to maintain certifications or licenses required by the employee's job description or for skills that are otherwise advantageous to the City as determined by the Chief. The restrictions and requirements set forth above shall not apply to courses that the City requests any employee to take during duty time.

Article 37

Base Rate of Pay

Union Base Rate of Pay Schedule

Police Pay Scale

37.1 Effective upon signing, the base rate of pay for a police officer who has completed four years of service shall be **$41,548.42** per year, hence forth referred to as the base salary. Effective the first full pay week after January 1, 2015, the base salary shall be increased by 4% to equal **$43,210.36** per year. Effective the first full pay week after January 1, 2016, the base salary shall be increased by 5% to equal **$45,370.88** per year. Years of service shall be calculated as of January 1st.

37.2 The base rate of pay for a police officer who has completed three years of service shall be **98.5%** of the base salary.

37.3 The base rate of pay for a police officer who has completed two years of service shall be **97%** of the base salary.

37.4 The base rate of pay for a police officer who has completed one year of service shall be **94%** of the base salary.

37.5 The base rate of pay for a newly hired police officer who is certified in the State of New Hampshire shall be **92%** of the base salary.

37.6 The base rate of pay for a newly hired police officer who is certified in a State other than New Hampshire and who does not need to attend the basic recruit academy in New Hampshire shall be **90%** of the base salary. Upon receiving his or her New Hampshire certification, the officer's salary shall be raised to **92%** of the base salary.

37.7 The base rate of pay for a newly hired police officer who is not certified shall be **86%** of the base salary. Upon receiving his or her New Hampshire certification, the officer's salary shall be raised to **90%** of the base salary.

Step Increase

37.8 In addition to the base salary noted above, police officers shall be entitled to the following increase to their base rate of pay based upon their appropriate years of service as of January 1st of each year according to the following schedule:

102.5% of base pay after 5 years of service
103% of base pay after 6 years of service
103.5% of base pay after 7 years of service
104% of base pay after 8 years of service
104.5% of base pay after 9 years of service
105% of base pay after 10 years of service
105.5% of base pay after 11 years of service
106% of base pay after 12 years of service
106.5% of base pay after 13 years of service
107% of base pay after 14 years of service
107.5% of base pay after 15 years of service
108% of base pay after 16 years of service
108.5% of base pay after 17 years of service
109% of base pay after 18 years of service
109.5% of base pay after 19 years of service
110% of base pay after 20 years of service
110.5% of base pay after 21 years of service
111% of base pay after 22 years of service
111.5% of base pay after 23 years of service
112% of base pay after 24 years of service
112.5% of base pay after 25 years of service
113% of base pay after 26 years of service
113.5% of base pay after 27 years of service
114% of base pay after 28 years of service
114.5% of base pay after 29 years of service
115% of base pay after 30 years of service

37.9 Sergeant's Pay: The base rate of pay for a probationary Sergeant shall be **109%** of what the Sergeant's pay as a police officer would be. The base rate of pay for a Sergeant shall be **112%** of what the Sergeant's pay as a police officer would be.

37.10 Corporal's Pay: The base rate of pay for a probationary Corporal shall be **103%** of what the Corporal's pay as a police officer would be. The base rate of pay for a Corporal shall be **106%** of what the Corporal's pay as a police officer would be.

37.11 Communications Specialist's Pay Scale: The base rate of pay for a Communications Specialist shall be **85%** of what the Communications Specialist's pay as a New Hampshire certified police officer would be.

Article 38

Incentives

Communication Specialist's Incentive

The following monetary incentives shall be paid to communication specialists during the first pay period of January following the calendar year in question:

$600.00	No sick time taken
$100.00	Forty hours taken
-$0-	No incentive for more than forty hours taken.

Each hour between no sick time taken and forty hours reduces the incentive by $12.50 as set forth below:

Hours Taken (= or <)	Dollar Amount
0.	600.00
1.	587.50
2.	575.00
3.	562.50
4.	550.00
5.	537.50
6.	525.00
7.	512.50
8.	500.00
9.	487.50
10.	475.00
11.	462.50
12.	450.00
13.	437.50
14.	425.00
15.	412.50
16.	400.00
17.	387.50
18.	375.00
19.	362.50
20.	350.00
21.	337.50
22.	325.00
23.	312.50
24.	300.00
25.	287.50

26.	275.00
27.	262.50
28.	250.00
29.	237.50
30.	225.00
31.	212.50
32.	200.00
33.	187.50
34.	175.00
35.	162.50
36.	150.00
37.	137.50
38.	125.00
39.	112.50
40.	100.00

Employees who have not completed a full year of service shall receive a prorated share of the incentive.

Police Officer Incentive

The Claremont Police Department encourages the physical fitness of its officers. To that end the following incentive award program will be followed.

Officers may participate in a physical fitness evaluation each calendar year to determine their level of physical conditioning. This evaluation will take place prior to October 1 of each year. The criteria for the Physical Fitness Evaluation shall be the same standards as set forth for on-going physical fitness standards as required by NH RSA 188-F:27 and as promulgated by the New Hampshire Police Standards and Training Council.

Officers successfully completing all phases of the evaluation, Timed Run, Push-ups and Sit-ups will receive a stipend of **$600.00**.

Officers successfully completing just the timed run will receive a stipend of **$400.00**.

Officers successfully completing the Push-up and Sit-ups will receive a stipend of **$200.00**.

For Current Police Academy Physical Fitness Standards please go to www.pstc.nh.gov and click on "Fitness Standards".

Article 39

Prior Experience

At the Discretion of the Chief of Police, newly hired members of the Police Department may be given the following additional time on credit with respect to Article 37 applying to wages only, for prior police experience, education or military service:

Prior New Hampshire Full Time Police Experience:	Credit of up to 50% of years worked
Prior Full Time Police Experience, outside New Hampshire:	Credit of up to 25% of years worked
Prior active duty Military time:	Credit of up to 20% of years served
Bachelors Degree:	18 months credit
Associates Degree:	9 months credit

Article 40

Duration & Seperability

40.1 This Agreement shall be effective upon signing and shall remain in full force and effect through December 31, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing, not later than one hundred twenty (120) calendar days prior to the City's budget submission date that it desires to modify this Agreement. The City's current budget submission date is the last day of June.

40.2 This Agreement may be modified or amended at any time with the mutual consent of both parties. Requests for amendments or modifications shall be in writing.

40.3 In the event any provision of this agreement in whole or in part is declared to be illegal, void, or invalid by any Court of competent jurisdiction or any Administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this agreement and in such event, the remainder of this agreement shall continue to be binding upon the parties hereto.

Article 41

Successor Agreement

41.1 On or before March 31, 2016 of the final year of this contract, the Union and/or the City may, in writing, by certified mail return receipt requested, notify the other of its desire to terminate or modify the terms and conditions of this Agreement and shall submit to the other its demands on negotiable items. If proper notice is given, the parties shall, no later than January fifteenth, meet, confer and negotiate in accordance with the procedures set forth hereinafter in a good faith effort to reach a mutual understanding and agreement. If neither party provides notice to negotiate a successor agreement, the terms and conditions of this agreement shall stay in full force and effect until a new agreement is executed.

41.2 The negotiating committees of the City and the Union shall have authority to reach a complete agreement, subject to ratification by Union membership and ratification of all cost items by the Claremont City Council.

41.3 If, after discussion of all negotiable matters, the parties fail to reach agreement of any negotiable subject put before them, or the parties have not reached agreement on a contract, either party may declare an impasse in accordance with provisions of applicable State Statutes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 14th day of November, 2013.

Signature — Andrew S. O'Hearne

Signature — Melissa Blackwell

Signature — Mary Walter

Signature — Guy Santagate

Council ratified 11-13-13

Appendix

A

HealthTrust

Anthem BlueCross BlueShield

Matthew Thornton Blue[SM]
Cost Sharing Schedule

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

Cost Sharing Summary	YOUR COST
Visit Copayment Applies each time You visit Your Primary Care Provider (PCP) or Network obstetrical/gynecological specialist.	$20 per visit
Specialty Visit Copayment Applies each time You visit a specialist. This Copayment also applies each time You visit a Network Provider at a Network Walk-In Center for diagnosis, care and treatment of an illness or injury.	$20 per visit
Emergency Room Copayment	$100 per visit
Urgent Care Facility Copayment Applies each time You visit a licensed hospital's Network urgent care facility for diagnosis, care and treatment of illness or injury.	$50 per visit
Standard Deductible	not applicable
Standard Coinsurance	
Coinsurance Maximum	
Durable Medical Equipment, Medical Supplies and Prosthetics **Deductible** **Coinsurance**	 not applicable 20%
Out-of-Pocket Limit* Includes all Deductibles, Coinsurance, and Copayments You pay during a year. It does not include Your premium or charges for noncovered services.	$6,350 per Member, per year $12,700 per family, per year

*Once the Out-of-Pocket Limit is satisfied, You will not have to pay additional Deductibles, Coinsurance, or Copayments for the rest of the year.

Please note that throughout this schedule any reference to year means calendar year.

Coverage Outline

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

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

	YOUR COST
V. Behavioral Health Care (Mental Health and Substance Abuse Care)	
Outpatient/Office Visits	
Mental Health Visits: Unlimited Medically Necessary visits **Substance Abuse Visits:** Unlimited Medically Necessary visits (including detoxification and substance abuse rehabilitation services)	Visit Copayment or Specialty Visit Copayment
Partial Hospitalization and Intensive Outpatient Treatment Programs	
Mental Disorders: Unlimited Medically Necessary care **Substance Abuse Conditions**: Unlimited Medically Necessary care for rehabilitation and detoxification	You pay $0
Inpatient Care	
Mental Disorders: Unlimited Medically Necessary Inpatient days **Substance Abuse Conditions**: • Medical detoxification days – Unlimited Medically Necessary Inpatient days • Substance abuse rehabilitation – Unlimited Medically Necessary Inpatient days	You pay $0
Scheduled Ambulance Transport Limited to Medically Necessary transport from one facility to another	
VI. Prescription Eyewear	
Benefits are limited to a maximum of **$40** per Member, per year. Please refer to your Prescription Eyewear Rider for more information.	

Local Government Center HealthTrust

CVS CAREMARK

Your Personal Prescription Benefit Program

	RETAIL PHARMACY	MAIL SERVICE PHARMACY
	For immediate or short-term medication needs*	For maintenance or long-term medication needs*
YOU WILL PAY	• **$10** for each generic medication • **$20** for each preferred brand-name medication** • **$45** for each non-preferred brand-name medication**	• **$10** for each generic medication • **$20** for each preferred brand-name medication** • **$45** for each non-preferred brand-name medication**
	• **$0** for contraceptives, devices and emergency contraception (brand-name medications with direct generic equivalents will require an applicable copayment)***	
DAY SUPPLY LIMIT	Up to a **34**-day supply	Up to a **90**-day supply
REFILL LIMIT	One initial fill plus two refills for maintenance or long-term medications. For each additional fill you will pay 100% of the prescription cost.	None
PRIOR AUTHORIZATION REQUIRED	Botox and Myobloc for non-cosmetic purposes only; Wellbutrin and its generics. **All forms of Wellbutrin and its generics are not covered for use as a smoking deterrent.**	

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

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

***Effective 01/01/13 for January plan years and 07/01/13 for July plan years.

Where to Fill Your Prescriptions

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

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

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

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

Long-term medications are taken regularly for chronic conditions such as high blood pressure, asthma, diabetes or high cholesterol. You will generally save money by using mail service for these prescriptions. Choose **one** of four easy ways to start using the CVS Caremark Mail Service Pharmacy:

1. Fill out and send in a mail service order from - use the one included with your welcome kit or print one at www.caremark.com
2. Use the FastStart® tool found on www.caremark.com
3. Call FastStart® toll-free at 1-800-875-0867
4. Ask your doctor to call in the prescription through the toll-free FastStart® physician number at 1-800-378-5697

Customer Care

If you have questions about your prescriptions or benefits, you can contact Customer Care 24 hours a day, seven days a week, toll-free at **1-888-726-1631** or by e-mail at **customerservice@caremark.com**. For Telecommunication Device assistance, please call toll-free **1-800-863-5488**. **Caremark.com** is also available to help you manage your prescription drug benefits. By registering online, you can order mail service refills, check order status, price medications, and much more.

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

To contact LGC HealthTrust, please call toll-free at **1-800-527-5001** between the hours of 8:30 a.m. and 4:30 p.m. (EST) Monday through Friday or visit **www.nhlgc.org**. LGC HealthTrust's Enrollee Services Representatives are available for issues or concerns with enrollment or eligibility, and any other prescription benefit-related inquiry.
For further information or questions, you may also e-mail Enrollee Services at **enrolleeservices@nhlgc.org**.

18830-2PPDF-0213
RX10/20/45

Getting Your Prescription Filled at a Retail Pharmacy

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

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

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

Getting Your Prescription Filled Through the CVS Caremark Mail Service Pharmacy

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

Day Supply Limit
You can get up to a 90-day supply of medication when you get a prescription filled through the CVS Caremark Mail Service Pharmacy. Ask your doctor to write a prescription for up to a 90-day supply plus three refills for up to one year when clinically appropriate. **Please Note:** *By law, CVS Caremark must fill your prescription for the exact quantity of medication prescribed by your doctor, up to the 90-day supply limit.*

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

Convenient Home Delivery
Please allow 7-10 days for delivery from the time your order is placed. Refills are delivered within seven days following CVS Caremark's receipt of your refill request by phone or online. Your package will include a new mail service order form and an invoice, if applicable. You will also receive the same type of information about your prescribed medication that you would receive from a retail pharmacy.

Other Important Plan Information

Drug List
Your plan is subject to a list of prescription drugs that are preferred by the plan because of their safety, clinical effectiveness and ability to help control prescription drug costs. The drug list is updated on a regular basis. Log on to www.caremark.com or call Customer Care toll-free at 1-888-726-1631 to access the most current drug list for your plan.

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

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