

**AGREEMENT BETWEEN**  
**THE TOWN OF HOOKSETT**  
**AND**  
**HOOKSETT PERMANENT FIREFIGHTERS ASSOCIATION,**  
**LOCAL 3264, IAFF**

Effective Date: July 1, 2009

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APPENDIX A - WAGES

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The Town of Hooksett (hereinafter referred to as the "Employer") and Hooksett Permanent Firefighters Association, Local 3264, IAFF (hereinafter referred to as the "Union") hereby agree as follows:

ARTICLE 1  
RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all Regular Full Time Line Captains, Lieutenants, Firefighters, Lieutenant/Mechanic and the Lieutenant Fire Inspector of the Town of Hooksett. Excluded from recognition or coverage under this agreement are the Fire Chief, Assistant Chief, Deputy Chief, Administrative Captains, Fire Prevention Officers, and all other supervisors, professional and confidential employees, persons in a probationary or temporary status, employed seasonally, irregularly or on call and all other employees of the Hooksett Fire-Rescue Department. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those regular full time employees in the job classifications set forth in the first sentence of this Article. Any changes in the composition of the Bargaining Unit will be preceded by discussions with the Union.
  
2. It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated or other law shall in no way be abridged or limited by any of the provisions of this Agreement and to the extent that any provision of this Agreement is inconsistent with any such law, the provision(s) of law shall prevail.

ARTICLE 2  
MANAGEMENT CLAUSE

Except as specifically limited or abridged by the terms of the Agreement, the management of the Hooksett Fire-Rescue Department in all its 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 Hooksett Fire-Rescue Department, 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 all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of proper rules and regulations, the right to hire, supervise, discipline or discharge, relieving employees from duty for lack of work or funds, the right to decide proper classifications, the right to abolish positions, the right to determine the methods, processes and manner of performing work and the general control of all of the operations of the Hooksett Fire-Rescue Department 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 proper management rights not specifically herein enumerated. It is further specifically agreed that this Article and the exercise of any management rights herein shall not be subject to any grievance proceeding as hereinafter set forth.

ARTICLE 3  
INTERFERENCE WITH OPERATIONS  
AND LOCKOUTS PROHIBITED

1. Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, work slowdown, sanctions, multiple resignations, any form of job action, withholding of any services or any curtailment of work or any restriction or interference

with the operations of the Hooksett Fire-Rescue Department or the Town of Hooksett government during the term of this Agreement. The Employer will not lock out any employees during the term of this Agreement. In the event of any such activity set forth above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to any such activity until any and all such activity has ceased.

2. Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1. above, the Union shall forthwith disavow any such activity and shall use all means available to induce such employee or group of employees to terminate such activity. It is understood that any employee violating this Article shall be subject to disciplinary action.

#### ARTICLE 4

#### PROBATIONARY EMPLOYEES

All newly hired or appointed employees must serve a probationary period of twelve (12) continuous months from the date of hire and such probationary employee shall not be entitled to representation by the Union or covered by any of the terms of this Agreement. Nothing herein shall be construed as limiting or prohibiting a probationary employee from, in accordance with applicable laws and regulations, voluntarily becoming a member of the IAFF and having union dues voluntarily deducted via a payroll authorization form acceptable to the Town.

#### ARTICLE 5

#### EMPLOYEE RIGHTS

1. The Town and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union, or to discriminate against any employee because the employee has given testimony, or taken part in a grievance procedure, or proceedings of the Union.

2. The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, marital status, age, disability, or sexual orientation. All such claims under this Section shall be processed through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.
  
3. Labor Management Committee
  - a. The parties agree that it is in their best interest to maintain an open dialogue with respect to the administration of this department and the exchange of information relative to the performance of the department's mission.
  
  - b. The parties agree that a labor management committee shall be established as of the effective date of this agreement. The labor management committee shall consist of the Executive Board of the Union and Senior Management of the Administration. The Labor Management Committee shall meet at least monthly.
  
  - c. The employer will provide necessary time off, at the Chief's discretion, for on duty personnel to attend labor and management committee functions.

## ARTICLE 6

### UNION BUSINESS

1. The Union shall advise the Employer of the name of the employees holding Union office.
  
2. A Union officer shall be permitted to process a grievance during the officer's scheduled hours of duty, provided the officer has prior approval of the Chief or the Chief's Designee

and the amount of time in which the officer is engaged in such activity is reasonable. Such approval shall not be withheld arbitrarily.

3. The Town shall allow the Union to conduct its Union meetings at either Fire Station as long as said room exists at those stations and is available. Such meetings shall not interfere with work or Training Schedules and shall be made available provided that the Union notifies and obtains approval of the Fire Chief or the Chief's designated representative at least seventy-two (72) hours in advance.
4. Upon approval of the Chief, on duty employees will be allowed to attend Union meetings held within Town borders, provided that the employee's attendance does not interfere with the employee's duties.
5. Upon the approval of the fire chief or his designee the town agrees to provide 6 units of coverage for the union president or his designee to attend union functions. The union agrees to provide a minimum of 14 days notice of the coverage to the administration.

## ARTICLE 7

### WAGES

1. Effective July 1, 2009 (see Appendix A)
2. Effective July 1, 2010 (see Appendix A)
3. Employees shall receive a lump sum payment paid on the first pay period in July of each year for each of the following certifications:

a.

Firefighter II	\$ 400
Firefighter III	\$ 500
Rescue Specialist	\$ 500
Fire Officer 1 & 2	\$ 800

Hazmat Technician                      \$ 800

These payments are cumulative.

- b. Employees shall receive a lump sum payment paid on the first pay period in July for each of the educational attainments as follows:

Associate's Degree	\$ 600
Bachelor's Degree	\$1,000
Master's Degree	\$1,200

These payments are non-cumulative. Lump sum payments will be paid in one check and taxed at a flat rate in accordance with the IRS publication 15 section 7

4.

- a. Any nationally registered EMT-I who maintains the national registry certification along with the state of NH license shall be paid 2.5 % above their current job classification pay.
- b. Any nationally registered EMT-Paramedic who maintains the nationally registry certification along with the state of NH license shall be paid 6% above their current job classification pay.

5.

#### LONGEVITY PAY

Employees covered by this agreement, and who have completed at least 5 years of service with Hooksett Fire-Rescue, shall be compensated by additional hourly pay for years of service.

- After 5 years of service 5 cents per hour
- After 10 years of service 10 cents per hour
- After 15 years of service 15 cents per hour
- After 20 years of service 20 cents per hour
- After 25 years of service 25 cents per hour.

ARTICLE 8  
INSURANCE

1. The Town shall maintain the current Blue Choice 2 Tier 10 health insurance plan or similar plan of comparable quality (see APPENDIX B). If an employee desires to choose another plan, which is provided by the Town, they may do so at open enrollment. The Town further agrees to pay one hundred dollars (\$100) each month to each full-time regular employee not enrolled under the Town's health insurance plan, provided each employee does the following:
  - a. Provides proof of equivalent coverage with another health insurance provider.
  - b. Submits yearly from the health insurance provider certification of equivalent coverage.
  - c. Immediately notifies the Town of any changes in health insurance coverage or provider or of the termination of coverage.
  - d. Receives no coverage under the Town's health insurance plan from a spouse or other relative employed by the Town.
2. Effective July 1, 2009, the Employee will be required to pay 10% of the total premium of the plan in which they are enrolled. Effective July 1, 2010 the employee will be required

to pay 10% of the total premium of the plan in which they are enrolled. The employee will be required to pay all co-pays based on the plan in which they are enrolled. The employee shall not be required to contribute more than 10% of the total premium, as it exists on January 1, 2011 until a successor agreement is reached.

3. The Town will provide Long-Term Disability, Life insurance and Dental insurance to members of the Bargaining Unit on the same terms and conditions as provided to non-unionized employees of the Town. The Town reserves the right to modify such insurance plans from time to time during the term of this Agreement provided that members of the Bargaining Unit are treated the same as non-unionized Town employees.
4. Absence of an employee for causes occurring while engaged in working for the Town and covered by Workers' Compensation as specified by the laws of the State of New Hampshire, shall be treated as follows:
  - a. The employee shall receive from the Town's insurer, Workers' Compensation in a dollar amount and for a period of time specified by State law.
  - b. In order that the employee's income will not be interrupted by delayed receipt of Workers' Compensation, the Town will continue the employee's regular weekly pay, computed as if the employee was present for duty and working on all normal workdays, up to a maximum of twenty (20) days. For this procedure to be followed, the employee must agree, in writing, that upon receipt of the employee's Workers' Compensation, the employee will pay back to the Town the amount received in such compensation for the period in which the Town continues the employee's regular pay.
  - c. The sum paid by Worker's Compensation shall be supplemented so that the employee's net weekly wage shall be paid up to a maximum of fifteen (15) weeks. In no case shall the combination of Worker's Compensation payments

and the differential paid by the Town equal more than one hundred percent (100%) of the employee's regular net pay.

5. The Parties agree that in the event an injured member of the bargaining unit is released for light duty, the Town will provide work in accordance with applicable State law as well as rules established by the New Hampshire Department of Labor. To the extent that the completion of such duties shall require or will be facilitated by a change in work hours and/or work schedule, the Union waives the specific contractual hours and rotation portions of the Agreement providing that any employee whose work hours are changed from regular shift rotation, shall not be required to work more than five (5) consecutive days in a row, or have their hours exceed an average of forty-two (42) hours per week. At no time will an employee be required to perform duties unrelated to the administration and functioning of the Hooksett Fire-Rescue Department.

## ARTICLE 9

### DISCIPLINE AND DISCHARGE

1. The Town agrees that it shall only discipline or discharge Union members for just cause. For purposes of this Agreement, "just cause" for discipline or discharge shall be deemed to be unsatisfactory performance or misconduct as determined by the Fire Chief; provided however that the term "discharge" shall not include termination of employment directly caused by Departmental reduction or restructuring for bona fide financial, regulatory or law enforcement reasons.
2. Any disciplinary action to be administered to any employee covered by this Agreement shall be issued within thirty (30) Calendar days of the date of which the Department had knowledge or should have had knowledge of the infraction.

Disciplinary action will normally be taken in the following order:

- a. Verbal warning

- b. Written warning
- c. Suspension without pay
- d. Discharge

The Union recognizes that certain infractions necessitate disciplinary action without following the above sequence.

- 3. An employee shall be entitled to a union representative at any meeting held regarding disciplinary matters of the employee. Union representation at said meetings shall be at the employee's selection.
- 4. In the event an employee receives a written or verbal warning the employee's personnel file shall be cleared of such discipline after two (2) years from the date of the discipline, provided there are no written reprimands, suspensions, demotions or other disciplinary actions during the two (2) year period. In the event of a suspension or demotion, the employee's personnel file shall be cleared of such discipline after four (4) years from the date of suspensions or demotion, provided there are no written reprimands, suspension, demotions or other disciplinary actions during the four (4) year period.

#### ARTICLE 10

#### DRUG AND ALCOHOL POLICY

- 1. The employees shall follow the Town of Hooksett Drug and Alcohol policy dated 5/12/04 (see APPENDIX C).

ARTICLE 11  
SEXUAL HARASSMENT

1. The Department will not tolerate the sexual harassment of any employee, or any other person dealing with the Town. Conduct will be considered sexual harassment if:
  - a. Submission to or rejection of a request for a sexual favor is used as the basis for employment decisions affecting the person who did the submitting or rejecting; or
  - b. Submission to a request for sexual favors is made either explicitly or implicitly a condition of the individual's continued employment; or
  - c. Unwelcome sexual advance and other verbal or physical conduct of a sexual nature interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.
  
2. All employee complaints of sexual harassment shall be referred immediately to the Fire Chief or the Town Administrator. The matter will be promptly investigated. Confidentiality will be maintained to the extent possible consistent with the need to conduct a prompt and thorough investigation of a complaint. Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited.
  
3. Any established instance of sexual harassment as described herein, any act of retaliation, or any failure to cooperate in the investigation or resolution of a sexual harassment complaint shall result in disciplinary action or termination.

## ARTICLE 12

### HOURS OF WORK AND OVERTIME

1. Shifts/Units – All Line Firefighters, Lieutenants and Captains shall work a twenty-four hour (24)-hour work period, which twenty-four (24) hour work period shall be called a “shift”. Each shift shall be divided into one ten-hour (10) day work period and one 14-hour (14) night work period. Each work period shall be called a “unit” and it shall take two (2) units to make up one twenty-four (24) hour shift. Employees may be temporarily transferred between stations. It is understood that due to staffing numbers, there will be some shifts with only 2 firefighters and one (1) officer on duty at each station.
2. Normal Work Schedule – The normal work schedule for Line Firefighters, Lieutenants and Captains shall be one (1) twenty-four (24) hour shift commencing at 0700 hours, followed by twenty-four (24) hours of rest, followed by one (1) twenty-four (24) hour shift commencing at 0700 hours, followed by five days of rest. The work schedule shall maintain the regular group. The number of hours worked shall be forty-two (42) hours per week averaged over an eight (8) week cycle.
3. The Lieutenant inspector and Mechanic will work schedules agreed upon between the employee and the administration.
4. Overtime
  - a. Regular weekly pay will be calculated based on a forty-two hour workweek averaged over an eight-week cycle period.
  - b. All hours worked in excess of forty-two (42) hours per week will be paid at 1.5 times the employee's regular base rate in accordance with FLSLA.

- c. 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.
- d. For the purpose of computing overtime hours, the following schedule will be used:

0 minutes to 60 minutes (1 hour) equals 1 hour

61 minutes to 120 minutes (2 hours) equals 2 hours

Overtime hours in excess of two hours will be rounded up to the next half (1/2) hour.

- e. Hours paid but not worked, such as vacations, holidays, etc. shall be counted in determining hours worked for the purpose of computing overtime pay.
- f. Fire Officers shall only be covered by other fire Officers for scheduled and unscheduled overtime. The only allowable exception to this will be when an Officer is out on a medical disability or sick leave for more than four (4) units. An acting officer from the current officers eligibility list will fill this vacancy.
- g. Firefighters shall only be covered by firefighters for scheduled and unscheduled overtime.
- h. If an unforeseen event occurs during a shift that precludes the officer from completing his/her shift and an acting officer is on duty, the acting officer will assume the role of the duty officer.

## 5. Overtime Procedure

- a. The assignment and distribution of overtime for Employees shall be made in accordance with the methods set out as in this article. Overtime shall be of two

types, "Unscheduled" which shall be emergency type replacements and "Scheduled" which shall be replacements for members taking vacations, holidays, or other scheduled days off. Separate lists of personnel shall be compiled for each of the two types of overtime. All Scheduled and Unscheduled overtime shall be allocated in the following manner:

- b. Distribution -- Overtime opportunities are voluntary and shall be offered to the individual whose name is at the top of the appropriate list (according to job classification), and shall be offered in order of the next available unit. After being offered, the overtime shall be considered as overtime actually worked. If overtime is accepted or rejected when offered the name shall be moved to the bottom of the list. If an individual is called for overtime and cannot be reached the employee will remain on top of the list until contacted or until a priority unit becomes available (next available unit). Individuals will not be eligible for overtime on the unit immediately following a sick unit (unless parental sick leave is involved) or a continuous 48-hour unit. Overtime shall be filled as soon as possible. Personnel on vacation, sick leave, or injury leave will not be called but will remain on the list.
- c. Acceptance -- When being offered scheduled overtime, it is agreed that all unit members will accept only a single unit when offered and will not accept a second unit until the rotation has been completed. This does not apply to unscheduled overtime. Records of scheduled and unscheduled overtime are to be made available for review by members of the Bargaining Unit upon request.
- d. Overtime coverage for shifts will remain the same and shall be split into one (1) ten-hour (10)-day unit and one (1) fourteen-hour (14)-night unit. Distribution of overtime to cover a 24-hour shift for an employee who is using sick leave or vacation leave shall follow the same procedure as listed herein with the following exceptions:

1. The first employee listed in the overtime book shall be offered the opportunity to work either unit of the 24-hour shift.
  2. When either unit of the 24-hour shift has been filled, the remaining unit shall be filled by offering the overtime opportunity to the next employee listed at the top of the overtime book.
  3. In the event that a 24-hour shift is unable to be filled and mandatory coverage for the shift is indicated, and in order to avoid the possibility of an employee working a continuous 72-hour shift if a mandatory overtime shift develops between an employee's two 24-hour shifts, the off-going duty shift at the affected station shall split the 24-hour shift, such that one (1) employee shall work one (1) unit and another employee shall work the second unit of the 24-hour shift.
  4. It is the party's intention that employees shall not work more than forty-eight (48) continuous hours without taking one (1) unit off.
5. Transfers -- Transfers will be formally posted thirty (30) calendar days in advance except when required with less notice to address emergency conditions or situations. Any employee shall be allowed to request transfer for a group or a station. The Chief shall render a decision within (10) calendar days after receipt of a request for transfer.
6. Shift Exchange -- Members of the bargaining unit shall be granted the opportunity to exchange days off with respect to any work unit or part thereof for which the member is able to secure another employee to work in the member's place, provided:
- a. Such substitution does not impose any additional cost to the Town;

- b. Such substitution is within the same classification; and
- c. The repayment of exchanges and the filling of the unit shall be strictly the responsibility of the employees involved.
- d. No employee shall have more than eight (8) units either banked or available for exchange with another employee.

It is understood that the Town shall not incur any additional responsibility as a result of this provision and it is not subject to the overtime provisions of this Agreement.

- 7. Outside Details -- Outside details shall be contracted through the Town and hiring for such details will follow a "detail callback book" initially established in accordance with the existing seniority list. Bargaining unit members shall be paid at the current detail rate of \$45.00/hour. The Town agrees to a four (4) hour minimum for any detail.
- 8. Floating Firefighter – The Department shall have the right to utilize a “floating firefighter” position to be manned by the member of the bargaining unit with the least seniority. The hours of work for the “floating firefighter” shall be based upon the twenty-four (24) hour shift as provided herein. The floating firefighter’s flexible schedule shall be established/changed at the sole discretion of the Chief or his designee. Said schedule will be formally posted fourteen (14) calendar days in advance except when shorter notice is appropriate due to the Department’s needs.

ARTICLE 13  
DUES DEDUCTION

- 1. Upon individual written authorization, signed by a Union member covered by this Agreement, the Union dues as certified to the Town by the Treasurer of the Union shall

be deducted from the weekly payroll. It is the responsibility of the Treasurer of the Union to collect all authorizations and present them to the Town Administrator. Dues deductions shall be made each pay period provided, however, that if a Union member has no check or if checks are not large enough to satisfy the deduction, then in that event, no collection will be made from said Union member for that pay period. The Town shall send the amount so deducted once a month to the Treasurer of the Union. An authorization for dues deduction may be revoked at any time in writing by the Union member who originally signed the authorization.

2. Upon certification by the Treasurer of the Union to the Town that the dues have been increased or decreased the Town shall make such change in deduction as soon as possible, but not later than thirty (30) days, provided that each employees' authorization shall so permit.
3. Employees who are members of the Union on the effective date of the Agreement, and other non-probationary employees who subsequently choose to become a member of the Union, shall be required to maintain their membership throughout the term of the Agreement, except that each member shall have the opportunity to withdraw such membership during a fifteen (15) day period prior to the expiration of this Agreement. Notice of withdrawal of membership shall be in writing to the Union.

#### ARTICLE 14

#### OUT OF CLASSIFICATION WORK

A unit member assigned to another position or higher classification will be compensated at a higher rate of pay only if the employee completes one whole unit at such position. Employees working at another higher classification will be paid at probationary rate of the higher class worked.

## ARTICLE 15

### HOLIDAYS

1. The following holidays are recognized by the parties to this Agreement:

New Years Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day (July 4)

Labor Day

Columbus Day

Veterans Day

Thanksgiving

Christmas

2. In lieu of payment for each holiday, all members of the bargaining unit shall receive payment for ten (10) days of straight time pay to be paid on the first pay day in December of each year. For purposes of holiday pay only, a day shall be considered twelve (12) hours. If an employee leaves the employment of the Town after the start of the calendar year but prior to the payment of the holiday pay in December, the employee shall receive pro-rated payment based on the number of holidays up to the time of termination. Holiday payments will be paid in one check and tax at the flat rate in accordance with the IRS Publication 15 Section 7.

3. Employees shall be entitled to a floating holiday each year. Employees must designate the Floating Holiday by written notice to the Chief at least fourteen (14) days in advance. Floating holidays may not be carried over from year to year.
4. In addition to the compensation noted above, the employees shall receive one and one half times the employees regular hourly rate for all hours worked during the shift which includes any portion of the following holidays: Thanksgiving and Christmas.

## ARTICLE 16

### GRIEVANCE PROCEDURE

1. For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which is filed and signed by an Employee in the Bargaining Unit who alleges an actual instance of a grievement and which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement and must specify the specific Article and Section of this Agreement, which has allegedly been violated, the date of the alleged violation, all witnesses to same and the relief requested.

2. Procedure:

Step One: An Employee and the Union desiring to process a grievance must file a written statement of the grievance to the Fire Chief no later than ten (10) working days (Monday-Friday) after the Employee knew or should have known the facts on which the grievance is based. The Fire Chief or designee shall meet with Employee and Union representative within ten (10) working days (Monday-Friday) following receipt of the written grievance and shall give a written decision within ten (10) working days (Monday-Friday) thereafter.

Step Two: If the Employee and the Union is not satisfied with the decision of the Fire Chief, or if the Fire Chief's decision is not issued within the appropriate time-frame, the employee may file, within ten (10) working days (Monday-Friday) following expiration of the time-frame or receipt of the Chief's decision, whichever is applicable, a written appeal with the Town Administrator setting forth the specific reasons why the employee believes the Agreement is being violated by the Town's action in question. Within ten working (10) days (Monday-Friday) following receipt of the appeal, the Town Administrator shall issue a written decision. The Town Administrator shall hold a hearing with the employee and Union representative prior to the issuance of the above-stated decision. In the event that the decision of the Town Administrator is not acceptable, the parties may agree to utilize the services of the Federal Mediation and Conciliation Service (FMCS) prior to proceeding to Arbitration pursuant to Step Three. The grievance mediation shall be in accordance with FMCS rules, shall not be binding on either party and shall be without cost to either party for the services of the FMCS mediator. Each party shall be responsible for its own representation costs.

Step Three: If the Employer or the Union is not satisfied with the decision of the Town Administrator, or if the Town Administrator has not issued a decision within the appropriate time frame, the Union may file, within ten (10) working days (Monday-Friday) following the expiration of the time frame or receipt of the decision of Town Administrator, whichever is applicable, a request to the New Hampshire Public Employee Labor Relations Board that a neutral arbitrator be appointed to resolve the dispute. The arbitrator shall not have the power to add to, ignore or modify any of the terms or conditions of this Agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance; i.e., multiple grievances before the same arbitrator will not be allowed. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator's judgment shall not substitute for that of the parties in the exercise of rights granted or retained by this Agreement. The decision of the arbitrator shall be final and binding on the parties.

3. The fees and expenses of the arbitrator shall be shared equally by the parties.
4. The time limitations hereunder may be extended by mutual agreement of the parties.
5. For the purposes of calculating the time limitations hereunder, Saturdays, Sundays and Holidays shall not count as days.
6. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the staff of the Hooksett Fire-Rescue Department and having the grievance adjusted without the intervention of the Union provided the adjustment is not inconsistent with the terms of this Agreement.
7. This Article shall be subject to the provisions of N.H. RSA 542. Any appeal pursuant to RSA 542 shall be filed within thirty (30) days of the date of the arbitrator's decision.
8. Failure by the Town or its agents to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant in any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, will be considered as final acceptance of the decision rendered and no further action of any sort shall be had regarding such void grievance.

## ARTICLE 17

### PROMOTIONS

1. The Town shall provide a procedure for promotions to positions covered by this Agreement to include competitive examinations with any combination of written, oral or performance tests as a prerequisite. Notice of such examination shall be posted in the

Fire Station(s) at least thirty (30) calendar days in advance of the date fixed for the examination. Once the Chief has initiated the Captain's or Lieutenant's promotional process, the process shall be completed within sixty (60) days. Nothing in this Article shall preclude the Department from conducting examinations or advertising open positions outside the Department.

2. The test givers of any examination shall be selected by the Department under the guidelines that they be:
  - a. Impartial;
  - b. Competent;
  - c. Independent of the Hooksett Fire-Rescue Department.
  
3. The Notice posted in the Fire Station(s) will include the following information:
  - a. The closing date for application to take the examination;
  - b. The person to be contacted to be placed on the examination roster.
  
4. Oral Board Composition. Members of the oral board shall be selected by the employer based on qualifications, impartiality, experience and availability. At least one (1) member of the oral board shall be from outside the employment of the Hooksett Fire-Rescue Department.
  
5. Scoring. The passing score for the examination shall be set by the Department before the administration of the examination. The selected candidate shall be from among those applicants who attain or exceed the passing score.
  
6. The Fire Chief may establish staff evaluations of unit employees' work to be done on a periodic basis for promotional purposes or otherwise. The Chief may take evaluations

into account when determining promotions. Such performance evaluations shall not, however, be arbitrary or capricious.

7. An employee, or the employee's agent or representative who has been so designated in writing by the employee, shall have access and be able to review that employee's personnel records during regular business hours. An employee, or agent or representative may obtain copies of any such records at the actual cost of reproduction.
8. An employee who is promoted shall serve a one (1) year probationary period in the new position. Said promoted employee may be returned to the employee's former rank, before the expiration of the probationary period if determined unqualified by the department. If the employee decides to withdraw from the promotional position he/she must do so within ninety (90) calendar days of appointment. The Town will not hire a replacement during said ninety (90) day period so that the individual can return to their former position. A promotional probationary employee shall be considered an employee and shall be covered by this Agreement provided that such employee has been employed for at least one (1) year by the Hooksett Fire-Rescue Department.
9. Upon completion of the Captains and Lieutenant's promotional examination process, an eligibility list shall be established and maintained. Each successive promotional process will produce a new "current" Captains and Lieutenant's eligibility list.

## ARTICLE 18

### EDUCATIONAL EXPENSES

1. The following education reimbursement policy will apply to members of the bargaining unit after one (1) year of service. The Town agrees to pay for one hundred percent (100%) of the cost of courses upfront if all of the following are met:
  - a. Courses must be approved in advance by the Chief.

- b. Courses are related to the employee's job or are part of an approved career development program.
  - c. Not more than one thousand five hundred dollars (\$1,500.00) will be paid for any employee in any calendar year for course reimbursement. On April 1<sup>st</sup>. of each year, any additional educational expenses receipts may be submitted for re-imbusement. Additional funds shall be equally distributed to those who submit additional receipts.
  - d. Budgeted funds will be allocated on a first come, first served basis. The Department will make available eighteen thousand dollars (\$18,000) each year.
  - e. Successful completion of course work with a "B" or the numerical equivalent grade or better, or a pass with pass/fail courses, and satisfactory proof of attainment.
  - f. If the union members do not successfully complete the class, then the dollar amount paid by the town of Hooksett for the class shall be withheld from the following incentive and/or holiday pay.
2. If a course is paid for in whole or in part through Federal or State Programs, then the Town will not reimburse for such a course, it being the intent of this Section to eliminate double payment for any course.
3. Education expenses shall include: travel, lodging and meals (outside of New Hampshire), tuition, registration, books, supplies, and course material.

4. The restriction and requirements set forth above shall not apply to courses, which the Department requires an employee to take during duty time.

ARTICLE 19  
RULES AND REGULATIONS

1. The Union agrees that its members will comply with the current Hooksett Fire-Rescue Department rules and regulation SOPs/SOGs and Operations Manual.
2. Any change in rules, regulations, SOPs/SOGs and Operation Manual, which impact working conditions of Unit members may be subject to impact bargaining if so requested by the Bargaining agent.
3. Issues and complaints related to the administration or modification of the current rules, regulations or SOPs/SOGs and Operational Manual shall not be subject to the Grievance Procedure.

ARTICLE 20  
VACATIONS

The purpose of vacation leave is to provide full-time employees the opportunity for a break in their annual work schedule. No vacation leave shall be taken before accrual. Vacation leave is by anniversary date. Vacation accrual schedules are as follows:

<u>Start of Year #(Anniversary Date)</u>	<u>Units Earned</u>
<u>2</u>	<u>10</u>
<u>8</u>	<u>15</u>
<u>15</u>	<u>20</u>

Vacation leave shall be used at the rate of one (1) unit of paid leave for each shift from which the employee is absent regardless of the length of that shift. The minimum vacation time is one (1) unit. Vacation leave may not be used in advance of the accrual. Use of vacation leave at a particular time is contingent upon whether the employee's services can be spared.

Employees shall submit their vacation request to the Fire Chief as early as possible in the calendar year, but except in emergencies, to the Central Station office at least fourteen (14) calendar days in advance of the dates requested. Request shall be acted upon within the two next shifts worked by the Employee requesting vacation. In cases where more than two (2) requests are made for a particular time, employees with greater Department seniority shall be given preference. Ten (10) units of vacation time may be carried over to the following year. However, in the event a request for vacation is denied, for reasons beyond the employee's control, the Town shall buy those units at the employee's existing regular hourly rate.

Employees shall be able to sell back vacation time to the town. (1 unit of vacation time shall be considered 12 hours of pay at the employee's regular hourly rate.) This reimbursement will be paid in the employee's regular paycheck.

The parties agree that the firefighter designated as the floating firefighter may request vacation unit(s) in the same manner as personal unit(s).

Except in the event of termination for misconduct or insufficient notice of resignation (i.e., less than two weeks), employees shall be paid the proportionate share of vacation pay accrued to the termination date.

As of July 1, 2009 the Town shall adjust each employee's vacation time accordingly to comply with the new scale.

ARTICLE 21  
UNIFORM ALLOWANCE

1. The Department shall provide a uniform allowance for all union members and determine the conditions and rules pertaining to type, wear, and use of the uniforms. Union members are required to wear uniforms while on duty and are responsible for the proper cleaning and maintenance of said uniforms.
  
2. The Department will establish an account in the amount of \$750 dollars for each union member for the purpose of buying and maintaining their uniforms. The Department will select vendors for members to order items from after they have received approval from the Chief or the Chief's designee that they have the available funds.
  
3. Uniform items that are damaged or destroyed while on duty will be replaced after getting approval from the Chief or the Chief's designee.
  
4. Uniform allowance may be used to purchase any of the approved uniform items.
  - a. Uniform inspection will be conducted in August every year. Members must possess the minimum requirements for all uniform items including Class A's
  
  - b. The department will purchase class A uniforms for new employees and members that receive promotions.

ARTICLE 22  
SICK LEAVE

1. After ninety (90) days of work all full-time employees shall accrue sick leave at the rate of one (1) unit per month. Unused sick units may accumulate from year to year, but shall not exceed forty (40) units. All unused sick units will be canceled upon termination. If an

employee is out sick for an entire 24-hour shift, it shall cost the employee two (2) units. An employee may use as little as one (1) unit of sick leave and report for duty for the other unit of the 24-hour shift only under the following circumstances.

- a. A family emergency or other bona-fide reason resulting in the employee's having to leave work, as deemed acceptable by the Chief or his designee.
  - b. To care for a sick child or a member of the employee's immediate household.
2. Sick leave may be used only as follows: to cover absences resulting from bona-fide sickness or injury not covered by Worker's Compensation; to cover absences required by exposure to contagious disease; to cover absences resulting from a necessity to attend to ailing members of an employee's immediate household, when approved by the Chief or the Chief's designee; or up to four (4) sick units may be used by the employee to attend to the birth or adoption of the employee's child. Verification of said events may be required by the Chief. If the employee has no sick leave available to be used for the birth or adoption of the employee's child, then the employee will be granted up to four (4) units leave in accordance with Article XXIII of this Agreement.
3. In order to receive pay for sick units an employee must notify the Chief or the Chief's designee no later than one (1) hour before the normal start of the employee's workday. The Town reserves the right to require a doctor's statement for any sick units taken, provided that the Town will be required to pay for any doctor's statement required of an Employee in excess of two (2) per calendar year.
4. Chronic cases of absenteeism shall be reviewed by the Chief and a determination will be made regarding continued rate of pay and/or continued employment. The Town reserves the right to have a physical examination made at its expense of any employee whose

health or physical condition appears to impair the employee's ability to meet job requirements.

5. Sick units may be accrued up to forty (40) units. Any additional units that an employee would be eligible for but does not use during the fiscal year shall be reimbursed at half pay at the end of the fiscal year. (Each unit is considered 12 hours) This reimbursement applies to only those units beyond the forty (40) units limit. Only forty (40) units of sick leave may be carried forward into a new fiscal year. Lump sum payments will be paid in one check and taxed at a flat rate in accordance with the IRS publication 15 section 7.
6. Two (2) sick leave units per year may be taken as personal units. An employee must notify the Chief or the Chief's designee no later than one (1) hour before the normal start of the employee's workday. If an employee takes the entire 24-hour shift as personal time, it shall cost the employee two (2) such sick units.
7. Upon qualification for retirement of service with the New Hampshire Retirement System from the Hooksett Fire-Rescue Department, the employee shall be reimbursed for all unused sick units. For the purpose of unused sick units, a unit shall be considered twelve (12) hours. Lump sum payments will be paid in one check and taxed at a flat rate in accordance with the IRS publication 15 section 7. All Payments will be included in the final paycheck.

## ARTICLE 23

### LEAVE OF ABSENCE

1. Written leaves of absence without pay may be granted by the Town Administrator for a period not to exceed thirty (30) days. An employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the Town in accordance with the established level of contribution during periods when the employee is on a leave of absence without pay.

Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted.

2. Written medical leaves of absence without pay shall be granted by the Town Administrator for a period not to exceed twelve (12) workweeks in any consecutive twelve (12) month period. 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 Fire Chief advised as to the medical recovery progress. 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.
3. During a medical leave of absence without pay, an employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the Town in accordance with the established level of contribution during periods when the employee is on medical leave without pay.
4. A medical leave of absence shall not be granted until all of the employee's accumulated vacation leave and accumulated sick leave (in the case of serious health conditions of the employee, spouse, significant other \*, child, or parent) has been taken. The combination of paid and unpaid leave shall not exceed twelve (12) workweeks in any twelve (12) month period.
5. Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted. Failure of the employee to report promptly for work at the expiration of the leave shall be cause for dismissal.

6. Upon the approval of the Town Administrator an employee may receive an extension of the medical leave of the absence without pay for a period beyond twelve (12) work weeks provided notice is given at least ten (10) work days prior to the commencement of said extension. An employee shall have no loss of accrued benefits or seniority, but will not continue to accrue any such benefits during said extension. Continuation of the health insurance benefit during the extension period shall be at employee expense.

\* For purposes of this Agreement, Significant Other shall be defined as a relationship, which meets all of the following requirements:

- a. The two people in the domestic partnership must currently reside together in an exclusive mutual commitment for at least one (1) year similar to marriage and intend to continue in such a relationship indefinitely,
- b. They must share finances and/or agree to be financially responsible for each other's well being, including basic living expenses,
- c. They must not be married to anyone else, and must not have another domestic partner,
- d. They must not be related by blood, closer than would bar marriage in New Hampshire,
- e. They must be of age and mental capacity to enter into a legally binding contract.

Other criteria for purposes of definition may be considered by mutual agreement of the parties.

## ARTICLE 24

### BEREAVEMENT LEAVE

1. Bereavement leave, which shall not exceed four units, will be granted in case of a death of an immediate family member as listed below:
  - a. Wife, husband, or significant other;
  - b. Child, adopted child, grandchild or when a person is acting in loco parentis;
  - c. Brother, sister, son-in-law, daughter-in-law;
  - d. Parents, father-in-law, mother-in-law, stepparents, stepchild, stepbrother, stepsister;
  - e. Grandchild, grandparent;
  - f. Brother-in-law, sister-in-law, aunt or uncle.
2. Every employee shall receive at least four units of bereavement leave in the event of a death of an immediate family member. In addition, bereavement leave may be extended with pay at the discretion of the Fire Chief. The Fire Chief may grant a request for an extension of bereavement leave.
3. The Fire Chief may grant a request for bereavement leave by an employee for an individual not covered in the above section.

## ARTICLE 25

### RESIDENCY

All members of the Bargaining Unit shall live within twenty five (25) miles of the

intersection of Hooksett Road and Memorial Drive (See Appendix D) incorporated by reference. In the event that any Group II employee of the Fire Department is allowed a more favorable residency requirement, that requirement will become the residency requirement for all unit members.

ARTICLE 26  
SEPARABILITY

If any Article of this Agreement or any application of any portion of any Article of this Agreement to any employee or groups of employees is held to be contrary to law, then such Article shall not be deemed valid, but all other Articles shall continue in full force and effect. Upon such invalidation the union and the Employer agree to meet and negotiate concerning the Article affected.

ARTICLE 27  
EFFECT OF AGREEMENT

1. This instrument constitutes the entire agreement and final resolution of all matters in dispute between the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
  
2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and

that opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## ARTICLE 28

### EXPENDITURE OF PUBLIC FUNDS

The Town of Hooksett and the Union have reached agreement on terms and conditions of employment in accordance with N.H. RSA 273-A as herein set forth. The parties specifically agree that all cost items are subject to the approval of the legislative body at each of the appropriate annual meetings.

## ARTICLE 29

### DURATION

This Agreement shall expire at midnight, June 30, 2012. Notwithstanding, the parties agree to a limited reopener on Wages (Article 7) and Insurance (Article 8) for the contract period beginning on July 1, 2011 through June 30, 2012. The parties agree that negotiations on the reopener shall begin on or before July 15, 2010 in order to have sufficient time to negotiate wages and insurance for the contract period beginning on July 1, 2011 through June 30, 2012. The parties agree that negotiations shall begin on or before July 15, 2011 in order to have sufficient time to negotiate a successor agreement.

ARTICLE 30  
PARAMEDIC TRAINING PROGRAM

The Town of Hooksett and the Union have reached agreement on terms and conditions of the Paramedic Incentive Program as herein set forth.

The Town shall pay the cost of tuition, required medical screening or vaccinations, books and course-required equipment for the paramedic program. Tuition costs shall include any additional required course, such as PALS, ACLS, etc. The member will be given an itemized list of expenditures.

The Town of Hooksett shall be entitled to tuition reimbursement if the employee does not remain in the employment of the Town for the timeframe of two and one-half (2 ½) years, this timeframe beginning on the date of obtaining NREMT-P licensure. The Town shall forgive 1/30<sup>th</sup> of the reimbursement by the employee for each month the employee remains employed by the Town. The Town shall not be entitled to any reimbursement after the above stated timeframe has elapsed. The member's contractual educational funds (\$1,500) will not be used for this particular reimbursement.

Bonafide reasons may be considered by the Town and the Hooksett Fire-Rescue Department to reduce or release the student from any provisions without penalty of repayment.

The student shall not be moved in the OT book if the student is attending the program classroom, clinical or ambulance ride time sessions.

One (1) union member will be eligible to attend this paramedic-training program each fiscal year. Letters of intent shall be submitted to the Fire Chief and a candidate selection will be at the Fire Chief's discretion.

While the member is enrolled in the paramedic program, the student's allocated contractual education funds (\$1,500.00 per member, per the Collective Bargaining Agreement [C.B.A.]) will be expended each fiscal year towards the tuition of this program.

The Town of Hooksett agrees to cover a member(s) of the bargaining unit participating in the classroom portion of the paramedic school program while on duty. This time will be covered by the floating firefighter or by dropping to minimum staffing levels. After the paramedic student has completed his/her classroom portion, he/she shall return to work and complete the remainder of their assigned shift.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their duly authorized officers and representatives, this 14<sup>TH</sup> day of May, 2009.

*J. Amy* 7att

THE TOWN OF HOOKSETT

HOOKSETT PERMANENT  
FIREFIGHTERS ASSOCIATION,  
LOCAL 3264, IAFF

Carol M. Grandfield  
TOWN ADMINISTRATOR

Tom Fire Chief

Dean Joz Asst Chief

Wendell F. White

James S. Sutton

My Deputy Chief

Daniel E. Sato president

Jon M. Willy - Secretary

Jesse Hays - Treasurer

Dennis A. Decker U.P.

John Hill Chairperson

I hereby certify that the above-named personally appeared, before me, and executed this Agreement.

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## Appendix A

	7/1/2009			7/1/2010		
	Base	EMT I	Total	Base	EMT I	Total
<b><u>Firefighters:</u></b>						
Balise, Brad	16.22	0.41	16.63	16.71	0.42	17.13
Bouchard, Jeremy *	15.75	0.39	16.14	16.22	0.41	16.63
Brehm, Joshua *	15.75	0.39	16.14	16.22	0.41	16.63
David, Stephan	17.04		17.04	17.55		17.55
Desrochers, Dennis	17.74		17.74	18.27		18.27
Doyle, Jeremy	17.04		17.04	17.55		17.55
Gamache, Tobey	17.04		17.04	17.55		17.55
Gayer, Jess	16.71	0.42	17.13	17.21	0.43	17.64
Grover, Joshua	16.71		16.71	17.21		17.21
Hill, John	17.04		17.04	17.55		17.55
Knox, Walter	17.39		17.39	17.91		17.91
Lincoln, Earl	17.39	0.43	17.82	17.91	0.45	18.36
Nadeau, David	16.22	0.41	16.63	16.71	0.42	17.13
Silva, Daniel	17.04	0.43	17.47	17.55	0.44	17.99
Stalker, Joseph	16.71	0.42	17.13	17.21	0.43	17.64
Sylvain, James *	15.75	0.39	16.14	16.22	0.41	16.63
Tewksbury, Ian	17.04		17.04	17.55		17.55
Uitts, Eric	17.04	0.43	17.47	17.55	0.44	17.99
Wolinski, Robert *	15.75	0.39	16.14	16.22	0.41	16.63
Probationary	15.75		15.75	16.22		16.22
Non-Probationary	16.22		16.22	16.71		16.71
 <b><u>Lieutenants:</u></b>						
Anderson, Jim	24.24		24.24	24.48		24.48
Carignan, Dave	24.24	0.61	24.85	24.48	0.61	25.09
Drew, John	24.24	0.61	24.85	24.48	0.61	25.09
O'Brien, Sean	24.24		24.24	24.48		24.48
Palmer, Bill	24.24		24.24	24.48		24.48
Pesula, Dan	24.24		24.24	24.48		24.48
Probationary	23.79		23.79	24.02		24.02
Non-Probationary	24.24		24.24	24.48		24.48
 <b><u>Captain:</u></b>						
Lambert, Gary	26.56		26.56	26.83		26.83
Deveau, Fred	26.47	0.66	27.13	26.74	0.67	27.41
Probationary	26.17		26.17	26.43		26.43
Non-Probationary	26.47		26.47	26.74		26.74

\* Employee's rate will change to Non-probationary upon successfully completing probation requirements.



# BlueChoice® Two-Tier

## BENEFITS

	PCP-REFERRED BENEFITS <i>When your PCP provides or arranges your care</i>	SELF-REFERRED BENEFITS <sup>1</sup> <i>When you seek care without a referral from your PCP</i>
Calendar-Year Deductible	None	\$ 500 per person \$1,500 per family
Calendar-Year Out-of-Pocket Maximum	None	\$1,500 per person \$4,500 per family
<b>Preventive Care</b>		
Routine physical exams for babies	Covered at 100% after \$10 copayment	Covered at 70% after deductible
Routine physical exams for children and adults; one annual gynecological exam <sup>2</sup>	Covered at 100% after \$10 copayment	Covered at 70% after deductible
Immunizations for children and adults; mammograms, Pap smears, lead screenings, PSA screenings	Covered at 100%	Covered at 100%, up to the maximum allowable benefit
Nutrition counseling, up to three visits per person per calendar year <sup>2</sup>	Covered at 100% after \$10 copayment	Covered at 70% after deductible
Diabetes management program	Covered at 100%	Not covered
<b>Outpatient Care</b>		
Office visits	Covered at 100% after \$10 copayment	Covered at 70% after deductible
Surgery, laboratory and allergy tests, x-rays, ultrasounds, injections, allergy injections	Covered at 100%	Covered at 70% after deductible
Maternity care	<i>Prenatal and postpartum office visits:</i> Covered at 100% <i>Delivery:</i> Covered at 100%	<i>Prenatal and postpartum office visits:</i> Covered at 100% <i>Delivery:</i> Covered at 70% after deductible
CT scans, MRIs, chemotherapy	Covered at 100%	Covered at 70% after deductible
<b>Inpatient Hospital Care</b>	Covered at 100%	Covered at 70% after deductible
<b>Chiropractic Care</b> (limited to 25 visits per person per calendar year) <sup>2</sup>	Covered at 100% X-rays: Covered at 100%	Covered at 70% after deductible X-rays: Covered at 70% after deductible
<b>Durable Medical Equipment</b>	Covered at 80% after separate \$100 calendar-year deductible, limited to \$3,500 per person per calendar year <sup>2</sup>	Covered at 50% after separate \$100 calendar-year deductible, limited to \$3,500 per person per calendar year <sup>2</sup>
<b>Physical, Occupational, and Speech Therapy<sup>2,3</sup></b>	Covered at 100%	Covered at 70% after deductible
<b>Hospice Care</b>	Covered at 100%	Covered at 70% after deductible
<b>Emergency Room Care</b> (copayment waived if admitted)	Covered at 100% after \$50 copayment	ER charge covered at 100% after \$50 copayment. Other eligible charges covered at 70% after deductible
<b>Routine Vision Care</b>		
Routine exams <sup>4</sup>	Covered at 100% after \$10 copayment	Covered at 70% after deductible
Frames and lenses	Discounts available	Discounts available
<b>Behavioral Health Care and Substance Abuse Treatment<sup>2,5</sup></b>	<i>Outpatient:</i> Covered at 100% after \$10 copayment, each limited to 20 medically necessary visits per person per calendar year <i>Inpatient:</i> Covered at 100%, limited to 30 days per person per calendar year for behavioral health <i>All behavioral health care and substance abuse treatment must be approved in advance by the behavioral health administrator. Call 800-228-5975</i>	<i>Outpatient:</i> Covered at 70% after deductible, each limited to 20 medically necessary visits per person per calendar year <i>Inpatient:</i> Covered at 70% after deductible, limited to 30 days per person per calendar year for behavioral health
<b>Maximum Lifetime Benefit</b>	None	\$50,000
<b>Prescription Drugs</b>	<i>Short-term:</i> Up to a 34-day supply through participating pharmacies after a low copayment <i>Long-term:</i> Up to a 90-day supply through Medco Health Home Delivery Pharmacy Service after a low copayment	

<sup>1</sup>Benefits are limited to the maximum allowable benefit (MAB), which is the amount that the plan contract allows for a particular service in your geographical area. If a non-network health care provider charges more than the maximum allowable benefit, you are responsible for the difference, which does not apply to the calendar-year out-of-pocket maximum. Any combination of PCP or self-referred benefits counts toward this limit.

<sup>2</sup>Limited to a combined maximum of \$5,000 per person per calendar year.

<sup>3</sup>Limited to once every calendar year for children 18 years old and younger, once every two calendar years thereafter.

<sup>4</sup>Inpatient substance abuse benefits are limited to detoxification, rehabilitation, and day/evening (intensive outpatient treatment) programs. All substance abuse detoxification and rehabilitation benefits are limited to a separate \$10,000 per person per calendar year and \$20,000 per lifetime for all services, inpatient or outpatient.

<sup>5</sup>This chart is intended for summary purposes only. Details of coverage are set forth in separate documents, which govern this plan.



**TOWN OF HOOKSETT  
DRUG AND ALCOHOL TESTING POLICY**

To provide a safe, drug and alcohol free working environment, the Town of Hooksett established the following rules and regulations.

**I. Definitions.**

"Employee" shall mean all DOT and Non-DOT employees of the Town; full-time, part-time, temporary or otherwise, who are or may be required to operate a town owned, leased or borrowed vehicle or equipment in the performance of their job.

"Town administrator" shall mean the town administrator or assigned designee.

"DOT employee" shall mean any town employee who must have or obtain a commercial drivers license (CDL) as a condition of employment or any applicant for such employment.

"Non-DOT employee" shall mean any town employee who operates or may operate a town owned vehicle or equipment but is not required to obtain a CDL as condition of employment.

"Town building and property" shall mean any structure, real estate, equipment, or vehicle owned by or under the control of the town.

"Provider" shall mean the contractor used by the Town to provide alcohol and drug services in compliance with US DOT regulations.

"MRO" (medical review officer) shall mean an authorized person/employee of the medical facility where the tests are conducted and reported.

"Working hours" shall mean within the basic workweek, including all overtime and callback time, including meals, which are contained within the workday.

"Safety sensitive function" shall mean any work performed on duty. The following on-duty functions are illustrative only and are not intended to be all-inclusive.

- a. Operating any motor vehicle, heavy equipment, light equipment.
- b. Inspecting, servicing, maintaining, conditioning of any motor vehicle or equipment.
- c. Manual labor work such as tree trimming, brush burning, loading supplies, raking, shoveling, running errands, cleaning, etc.
- d. Time waiting to be directed to work duties.

**II. Prohibitions.**

No employee shall report for duty, remain on duty or operate a town vehicle or equipment regardless of gross vehicle weight while under the influence, while in possession of, or while using alcohol or a controlled substance. In the case of controlled substances an exception is made if prescribed by or used pursuant to advice of a physician. The employee must be advised by their physician or pharmacist that the substance doesn't impair their ability to



operate a motor vehicle. Any employee shall inform his or her supervisor of therapeutic drug use that may impair the employee's ability to perform job functions.

Employees shall not perform safety sensitive functions within four (4) hours after using alcohol.

No supervisor having actual knowledge that a covered employee is under the influence, in possession of, or using alcohol or a controlled substance shall permit the covered employee to perform or continue to perform safety sensitive functions.

### III. Testing.

Testing shall apply to all employees. The refusal to submit to a required test will be considered a positive result.

The following classes of drugs will be subject to testing by urinalysis: marijuana, cocaine, phencyclidine (PCP), opiates (includes codeine) and amphetamines. Alcohol testing is done through breath analysis or any other method used by the collection site facility in accordance with approved medical procedures.

Types of drug and alcohol testing include pre-employment, reasonable cause, post accident, random, return to duty, and follow-up. These tests and associated procedures are explained more fully below.

#### 1. Pre-employment.

a. Applicants for town employment that require a CDL, or require the employee to drive a Town owned vehicle, or operate equipment, must be advised at the time of application that any offer of employment be conditioned upon a negative drug and alcohol test.

1. Any offers of employment extended for any position must be conditioned upon negative drug and alcohol tests.

2. If the applicant fails the test, the Medical Review Officer (MRO) will contact the applicant to inform him/her of the positive result. Once a test is verified as positive, the MRO will contact the Department Head who will in turn notify the appointing authority. At such time, the offer of employment shall be withdrawn.

#### 2. Reasonable Cause.

Reasonable cause includes but is not limited to personal and contemporaneous observation of specific behaviors; performance or physical characteristics, which indicate that an employee may be under the influence of drugs or alcohol during work hours.

a. A supervisor trained in detection and symptoms of drug and alcohol abuse must observe the behavior of any employee who appears to be under the influence of drugs or alcohol at work. If available another person should witness or confirm these observations. These observations must be documented in writing. The supervisor shall observe and consider the employee's performance,



e. Thoroughly document the meeting. Documentation must be completed and signed by a witness within 24 hours of the meeting.

8. If the employee consents to be tested:

a. Accompany the employee to the medical facility. Stay with the employee until the test is completed.

b. Again, inform the employee that he/she will be placed on paid administrative leave for the remainder of the workday and suspended without pay pending the results of the test.

c. Take the employee home after the test is complete or arrange for transportation. Do not allow the employee to go home on his/her own accord.

d. Document the meeting and show administrative leave and suspension on time sheets.

9. Transportation of employees appearing to be under the influence:

a. The supervisor will try to contact the employee's family to arrange transportation.

b. The supervisor will make reasonable efforts to get the employee home safely.

c. The supervisor will not detain the employee against his/her will; however, under certain circumstances it may be necessary for the supervisor to contact local police.

10. Test results:

a. Negative results:

(Employee passes the drug and/or alcohol test)

The town administrator or designee will be contacted with the results of the test. The town administrator or designee will contact the department head with the results of the test. The department head will inform the employee that he/she will be returned to work without loss in pay and benefits unless the behavior(s) itself which prompted the test warrants discipline or it is established that the employee was impaired due to other reasons in violation of this policy.

b. Positive results:

(Employee fails the drug and/or alcohol test)

A positive result during the initial screening requires that the laboratory do a confirmation test. Once confirmed, the results are submitted to the MRO.



- h. If testing is performed post accident, follow the procedures outlined under "Reasonable Cause." The employee's supervisor will transport the employee or arrange to have the employee transported to the testing or collection site.
- i. If an employee is injured, unconscious, or otherwise unable to evidence consent to the alcohol/drug tests, all reasonable steps will be taken to obtain a sample(s). The department head will notify the hospital or medical treatment facility where the employee has been taken of the need to obtain specimens for drug and alcohol testing. Necessary medical attention shall not be delayed in order to collect any specimen and any injury to the employee should be treated first.
- j. The consequence for a positive post accident test result is immediate discharge. Employees shall be suspended without pay or benefits pending the results of a post accident test. In the event that tests are negative, the employee shall be reinstated without loss of pay or benefits, unless other conduct warrants discipline under Town policy or personnel rules.

#### 4. Random.

The provider will provide a list of randomly selected position numbers to the town administrator or designee. The provider is responsible for the random selection of affected employees for testing. Using a computer, employees' position numbers will randomly and periodically be drawn. Random tests will be conducted on a monthly or quarterly basis at threshold levels prescribed by the town. Except for providing and updating the position numbers of affected employees to the provider the Town will not be involved in the random selection process.

It is important for employees in the random pool to understand that if they are drawn for a drug or alcohol random test, their position number is not withdrawn from the pool. Rather it goes back into the random pool and may be selected again in the future. This can result in an employee being randomly tested several times in one year.

At least 50 percent of covered employees shall be selected for random drug testing and 25 percent shall be selected for random alcohol testing each year. These percentages are subject to amendment up or down by the US DOT.

- a. Each quarter the town administrator will send to the department head the list of selected employees within the department.
- b. The department head is responsible for scheduling the listed employees for testing. Tests shall only be scheduled during work hours. If a listed employee is on leave, his/her name may be held in reserve until such time as he/she is available for testing.
- c. The department head will not communicate to the scheduled employee that he/she has been scheduled at this time.
- d. The department head will only notify selected employees to report for testing when the employee is available and on duty.



## Drug and Alcohol Testing Policy

supervisory training is mandatory before any supervisor may refer an employee for reasonable cause testing.

2. Employee education on controlled substance and alcohol abuse.
3. Informational materials on substance abuse. These materials will be distributed at training and are available at other times from department heads.
4. Referrals to substance abuse professionals for assistance and counseling.

Employees with substance abuse problems are encouraged to contact the EAP for counseling or referral before a substance abuse problem results in on the job difficulties or a positive test. Voluntary participation in a drug or alcohol rehabilitation program will not result in disciplinary action by the Town. However, such participation will not insulate the employee from disciplinary action when otherwise warranted.

Participation in the EAP program is treated on a confidential basis. For employees that test positive, the EAP and/or substance abuse professional involved must report to the town administrator or designee any failure or refusal by the employee to adhere to their program of prescribed rehabilitation and treatment.

### V. Collection Sites.

A collection site is a place designated by the Town where employees present themselves to provide a urine specimen to be analyzed for the presence of drugs and/or breath and/or blood sample for alcohol analysis. The Town reserves the right to change designated collection sites under this policy and a designated collection site may be any suitable location where specimens can be collected under the conditions set forth in regulations, including a properly equipped mobile facility. In the case of a post accident drug test, specimens may be collected in the hospital or emergency medical facility where the employee has been taken for medical attention, provided that it meets the collection conditions set forth in the US DOT regulations. Also, any site, which meets the requirements of US DOT collection regulations, may be substituted by the Town if it is impractical for a drug test to be performed at one of the designated collection sites.

The service of collection sites, the MRO, and the testing laboratory are contracted for by the Town for purposes of compliance with this policy. Such employees are not employees of the Town and neither the collection site, the testing lab, their employees, nor the MRO are under the direction or control of the Town. All collection sites, labs and the MRO are intended to be, and are, independent contractors.

### VI. Collection and Testing Procedures.

The Town will follow drug and alcohol procedures contained in 49 CFR Part 40 Procedures for Transportation Workplace Drug Testing Programs and 49 CFR 382 which include preparation for testing, specimen collection procedures, laboratory requirements, retention of samples, and MRO qualifications and functions.



Drug and Alcohol Testing Policy

the employee directly, on a confidential basis. If after 24 hours of making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, he/she shall contact the department head or town administrator designee who will confidentially direct the employee to contact the MRO.

Any employee directed to contact the MRO under this section shall be required to do so within 24 hours of notification and either participate in or expressly decline the medical interview. The MRO may verify a test result as positive without having communicated directly with the employee about the test where:

- a. The employee expressly declines the opportunity to discuss the test or participate in a medical interview; or
- b. The employee has not contacted the MRO within 24 hours after being directed to do so; or
- c. Under other circumstances provided for in US DOT testing regulations.

4. If a test is verified as positive by the MRO after an employee fails to contact the MRO, the employee may thereafter present to the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented the employee from timely contacting the MRO. On the basis of such information, the MRO may reopen the verification, allowing the employee to present information concerning a legitimate explanation for the positive test. If the MRO determines the explanation to be reasonable, the MRO shall declare the test to be negative.

5. If the MRO determines, after the appropriate review, that there is a legitimate explanation for the confirmed positive test result other than the unauthorized use of prohibited drug or substance abuse, the MRO shall report this as a negative test result and so inform the employee regarding this finding, which shall remain confidential.

6. The MRO may conclude that a particular drug test is scientifically insufficient for further action. Under these circumstances, the MRO should conclude that the test is negative for the presence of a prohibited drug.

7. Following the verification of a positive alcohol test result, the MRO shall refer the employee's case to the town administrator or designee for further action as provided under this policy.

8. If the MRO determines, after review, that there is no legitimate medical explanation for a confirmed positive drug test result other than the unauthorized use of a prohibited drug, the MRO shall refer the individual tested to the department head for appropriate action in accordance with this policy.

IX. Retesting of specimens.

1. Should any question arise as to the accuracy or validity of a positive drug test result, the MRO may order at any time a test of the split sample at the certified laboratory and verify that the lab report and assessment are correct. The employee who tested positive may also request that the MRO direct that the split sample be tested, if such a request is made within 72 hours of the employee's having actual notice of the positive test result.



employee, the information indicated that continued performance by the employee of his or her safety-sensitive function could pose a significant safety risk.

b. The Town's contract with the medical provider requires that the contractor maintain employee records in confidence, as provided in US DOT regulations. The contract provides that the laboratory shall disclose information related to a positive test of an individual to an individual, the employer, or the decision maker in a lawsuit, grievance or other proceeding initiated by or on behalf of the individual and arising from a certified positive test.

c. Any employee who is subject of a controlled substance or alcohol test under this policy shall, upon written request, have access to any records relating to his or her test and any records relating to the results of any relevant certification, review, or revocation of certification procedures.

#### **XI. Positive test.**

1. Employees who are directed to take a test and refuse to cooperate will be subject to immediate suspension and will be treated as an employee who tests positive.

2. Employees who test positive have an opportunity to discuss the test results with the MRO during a medical interview prior to the time that the MRO finalizes his/her decision to verify the test results as positive. This opportunity for a medical interview will be offered to the employee in accordance with the procedure established in the US DOT regulations. Any employee directed by the department to contact the MRO shall be required to do so as soon as possible and either to participate in or expressly decline the medical interview. The MRO may verify a drug test result as positive without having communicated directly with the employee because of the employee's failure to contact the MRO within five days after being directed by the department head to do so. If the results of the drug test are verified as positive by the MRO, appropriate disciplinary action will be taken and, where action short of discharge is taken, the employee is required to be assessed and participate in a program of rehabilitation.

3. If the employee's drug test result is verified as positive, the employee is placed on paid administrative leave for the remainder of the workday and driven home. The employee is then placed on unpaid suspension. The employee's suspension from work without pay will be continued for a minimum of seven workdays. During this suspension period, the employee will meet with a licensed substance abuse professional for assessment and begin appropriate treatment.

4. Once the employee has successfully completed the required rehabilitation he/she will be given and required to pass a substance abuse test prior to being certified for return to work.

#### **XII. Return to work.**

1. Under normal circumstances, an employee that has a verified positive test will be returned to work on his/her regular job after completion of a rehabilitation program. However, the Town reserves the right to temporarily reassign the employee to other duties where circumstances warrant such a reassignment. In making a decision as to the reassignment, factors to be considered include the ability of the employee to perform essential job functions, the degree of



**XIV. Contractors.**

Agreements between the Town and independent contractors to provide highway maintenance including but not limited to snow plowing will include certification that the contractor is in compliance with US DOT drug and alcohol testing requirements.

**XV. Legal Compliance.**

This policy is based on and intended to comply with all applicable laws. Certain provisions of applicable laws are referred to specifically in this policy. All applicable laws apply in their entirety, even if not specifically referred or identified in this policy. Should any of these regulations or procedures be modified or amended, or should the Town become subject to additional federal or state regulations, this program will be modified accordingly. If a conflict should arise between any provision of this policy and a current or future law, the law will apply.

**XVI. Employee notification.**

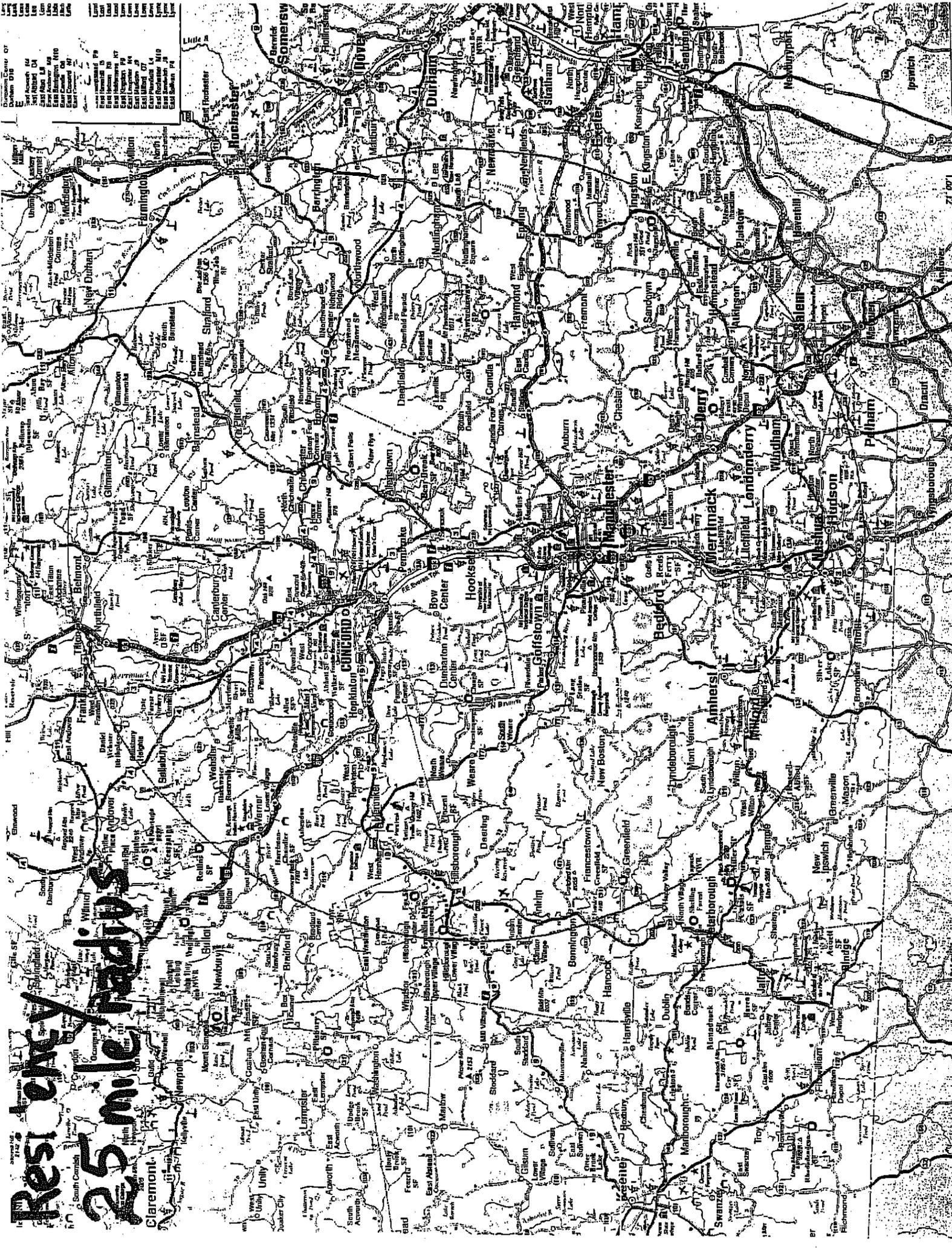
1. This policy will be implemented effective January 1999.
2. Procedures for employee notification will consist of the following:
  - a. Distribution of the policy/procedures to all employees.
  - b. Educational meetings for all employees.
  - c. Training sessions for supervisors.
3. All management and supervisory personnel are charged with the responsibility of being alert to the possibility of drug and alcohol usage or drug related activity in their area of responsibility. It is the responsibility of the department head to report these activities promptly to the town administrator or designee.

This policy is issued to all employees and will become part of the Town of Hooksett Personnel Plan and all Collective Bargaining Agreements.

It is required that all employees carefully and thoroughly read, understand and adhere to this alcohol and substance abuse policy.



1/4	1/2	3/4	1	1 1/4	1 1/2	1 3/4	2	2 1/4	2 1/2	2 3/4	3	3 1/4	3 1/2	3 3/4	4	4 1/4	4 1/2	4 3/4	5	5 1/4	5 1/2	5 3/4	6	6 1/4	6 1/2	6 3/4	7	7 1/4	7 1/2	7 3/4	8	8 1/4	8 1/2	8 3/4	9	9 1/4	9 1/2	9 3/4	10
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 Claremont

