

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

July 1, 2024 to June 30, 2027

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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 Firefighter/EMTs, Firefighter/AEMTs, Firefighter/Paramedics, Lieutenant/EMTs, Lieutenant/AEMTs, Lieutenant/Paramedics, Line Captain/AEMTs, Line Captain/Paramedics of the Town of Hooksett. Excluded from recognition or coverage under this agreement are the Fire Chief, Assistant Chief, Administrative Captains, Fire Prevention Officers, and all other supervisors, professional and confidential employees, 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 modified by this Agreement the Fire Chief or his/her designee or Town Administrator hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law including, but not limited to the right:

1. To the executive management and administrative control of the Town's property and facilities;
2. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment or dismissal;
3. To determine overall goals, objectives, and policies regarding the work to be accomplished;
4. To determine the assignment of personnel to tasks to be accomplished;
5. To determine the services, supplies and equipment necessary to carry out operations and to determine the methods and processes of carrying on the work;
6. To adopt reasonable rules and regulations, including those related to hours of work and overtime;
7. To determine the location or relocation of its facilities, buildings, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
8. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations;
9. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization, and;
10. To direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the workforce. Hiring of (EMT) firefighter at the discretion of the Fire Chief or his/her designee at a rate of pay less an AEMT starting wage (see Article 5, Article 7 and wage appendix for details). Recruiting sign-on bonus may be authorized at the discretion of the Town Administrator or designee.
11. 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.

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

1. All newly hired full time employees as recognized in Article 1 must serve a probationary period of twelve (12) continuous months from the date of hire. Probationary employees shall not be entitled to representation by the Union but will be covered by all of the terms of this Agreement with the exception of following titled Articles: Article 7 Section 2(a) “Education”, Article 9 “Discipline and Discharge”, Article 16 “Grievance Procedure”, Article 18 “Educational Expenses”, Article 21 “Uniform Allowance” and Article 22 Section 4 “Sick Leave Buyout”. 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, unless both parties agree that the meeting doesn't need to take place.
 - c. The employer will provide necessary time off, at the Fire Chief or his/her designee'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 Fire Chief or his/her 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 his/her designee at least seventy-two (72) hours in advance.
4. Upon approval of the Fire Chief or his/her designee, 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/her designee the Town agrees to provide 72 hours of coverage for the union president or his/her designee to attend union functions. The union agrees to provide a minimum of 14 days notice of the coverage request to the Fire administration.

ARTICLE 7

WAGES

1. WAGES

Effective the first Monday in July 2024, all members will follow “APPENDIX A”. Members off probation will receive a step increase on the first Monday in July and members on probation will receive a step increase after the successful completion of probation. The one member off the scale as of 6/30/2024 will receive a 2% cost of living adjustment.

Effective the first Monday in July 2025, all members will follow “APPENDIX B”. Members off probation will receive a step increase on the first Monday in July and members on probation will receive a step increase after the successful completion of probation. The one member off the scale as of 6/30/2025 will receive a 2% cost of living adjustment.

Effective the first Monday in July 2026, all members will follow “APPENDIX C”. Members off probation will receive a step increase on the first Monday in July and members on probation will receive a step increase after the successful completion of probation. The one member off the scale as of 6/30/2026 will receive a 2% cost of living adjustment.

- a. Members hired as Firefighter/EMT will receive 2.5% less than the FF AEMT Grade A. The member will move to Grade A on the FF AEMT scale on the appropriate Appendix once they obtain the NH State License AEMT.
- b. Once a member reaches Step L, they will remain on Step L and not move off the scale.

2. EDUCATION

- a. Employees shall receive a lump sum payment paid on the first pay period in July of each year for each of the following certifications:

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.

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

3. LONGEVITY PAY

All members will receive a bonus of \$3,000.00 paid at the completion of their 3,6,9,12,15,18,21, & 24-year anniversaries date with the Hooksett Fire-Rescue department. This payment is subject to employment taxes and taxed at the flat rate in accordance with the IRS publication 15 section 7.

ARTICLE 8
INSURANCE

The Town will provide to members of the Bargaining Unit Health (medical & dental), short-term and long-term disability, Worker's Compensation Insurance, Life Insurance, health insurance opt-out stipend, and supplemental insurances on the same terms and conditions as provided to other employees of the Town. No sick and vacation accruals will be earned when a member is out on short/long-term disability or waiting for a decision from the short/long-term disability provider. The Town reserves the right to modify such insurance plans from time to time during the term of this Agreement, provided the Union is given thirty (30) days written notice of modification and provided further that members of the Bargaining Unit are treated as same as other Town employees. Health plans shall be in accordance with the Town of Hooksett Personnel Plan conditional that these plans comply with the Affordable Care Act. Should unforeseen events occur with the Affordable Care Act, the Town and Union agree to reopen this contract to negotiate health insurance.

1. The Town shall maintain:
 - a. **Access Blue HMO AB201PDED \$250/\$750 New England** health insurance plan or similar plan of comparable quality.
 - b. **Anthem Blue HMO ABSOS20/40 1KDED \$1,000/\$3,000 New England** health insurance plan or similar plan of comparable quality.
 - c. **Lumenos 2500 \$2,500/\$5,000** health insurance plan or similar plan of comparable quality.
2. Effective July 1, 2024 the employee will pay twenty percent (20%) through payroll deduction of the health insurance premium, when the plan they selected has a non-union employee premium contribution.
 - a. For those employees who choose to participate in the **Anthem Blue HMO ABSOS20/40 1KDED \$1,000/\$3,000 New England** Health Plan, the Town shall maintain HRA funds on the same schedule and at the same rates as is done for other Town employees.
 - b. For those employees who choose to participate in the **Lumenos 2500 \$2,500/\$5,000** Health Plan, the Town shall deposit HSA funds into the employee's HSA bank account on the same schedule and at the same rates as is done for other Town employees.
 - c. The employee will be required to pay all insurance co-pays and/or deductibles based on the plan in which they are enrolled.
 - d. The employee shall not be required to contribute more than twenty percent (20%) of the total premium, when the plan they selected has a non-union employee premium contribution, as it exists on January 1, 2027 until a successor agreement is reached.

3. Refer to the Town Personnel Plan for Fire union employee health insurance opt-out terms (Health insurance stipend agreement).

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, misconduct and/or violation of department SOP/SOG's as determined by the Fire Chief or his/her designee; provided however that the term "discharge" shall not include termination of employment directly caused by Hooksett Fire-Rescue 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 Hooksett Fire-Rescue Department 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 (member will be unable to sell back any leave while on suspension without pay)
 - d. DischargeThe 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 three (3) years from the date of the discipline, provided there are no written reprimands, suspensions, demotions or other disciplinary actions during the three (3) year period. In the event of a suspension or demotion, the employee's personnel file shall be cleared of such discipline after five (5) years from the date of suspensions or demotion, provided there are no written reprimands, suspension, demotions or other disciplinary actions during the five (5) year period.

ARTICLE 10
DRUG AND ALCOHOL POLICY

1. The employees shall follow the Town of Hooksett Personnel Drug and Alcohol policy.

ARTICLE 11
SEXUAL HARASSMENT

1. The employees shall follow the Town of Hooksett Personnel Sexual Harassment policy.

ARTICLE 12

HOURS OF WORK AND OVERTIME

1. Shifts/Hours– 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 shift work period and one 14-hour (14) night shift work period. Each work period shall be called a day or night shift and it shall take (1) day shift and (1) night shift 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 as described in Article 1 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 (5) 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. Overtime
 - a. Regular weekly pay will be calculated based on a forty-two (42) hour workweek averaged over an eight (8)-week cycle.
 - b. All hours paid, except for unscheduled sick, 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 FLSA.
 - c. Mandatory overtime, overtime for hold over hours and rapid calls shall be paid at 1.5 hourly rate, except when an employee uses unscheduled sick leave after working a mandated shift in the same pay period, the mandated shift shall be paid at straight time rates.
 - d. Employees called back to work after having left the Hooksett Fire-Rescue 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.
 - e. 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.

- f. Hours paid but not worked, except for unscheduled sick, shall be counted in determining hours worked for the purpose of computing overtime pay.
- g. Line Fire Officers shall only be covered by other Line Fire Officers for scheduled and unscheduled overtime. Line Fire officers shall be offered scheduled overtime and unscheduled overtime opportunities first, followed by Acting Officers. The only allowable exception to this will be when an Officer is out on unscheduled leave, an Acting Officer shall be used to fill

the role for the twelve (12) hour day shift or night shift on a twenty-four (24) vacancy, or the ten (10) hour day shift if the vacancy includes the ten (10) day shift only, if they are already working on the shift of the vacancy. If an Officer is out on a medical disability or sick leave for more than forty-eight (48) Hours, an Acting Officer from the current officers' eligibility list may fill this vacancy at the discretion of the Fire Chief or his/her designee. The Acting Officer will be someone on the current Lieutenants eligibility list and will receive a pay differential of ten percent (10%) above their current pay for all hours worked as an Acting Officer.

- h. Firefighters shall only be covered by firefighters for scheduled and unscheduled overtime.
- i. 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. The Acting Officer will be someone on the current Lieutenants eligibility list and will receive a pay differential of ten percent (10%) above their current pay for all hours worked as an Acting Officer.
- j. A scheduled sick day" is when a member requests time off five (5) days in advance for a doctor's visit or medical procedure for him/herself or a family member. Scheduled sick time shall count as hours worked for the purpose of calculating overtime as opposed to "unscheduled" sick hours will not count as hours worked for the purpose of calculating overtime. The Fire Chief or his/her designee may approve a scheduled sick day with less than five (5) days' notice.

4. 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 three (3) types:
 - "Full Overtime Shift" Any available overtime equal to or more than ten (10) hours.
 - "Partial Overtime" Any available overtime under ten (10) hours
 - "Detail" reference Article 12 section 6

All overtime shall be allocated in the following manner:

- b. Distribution -- Overtime opportunities are voluntary and shall be offered to the individual whose name is ranked at the top of the appropriate list; Firefighter full shift, Firefighter partial shift, Firefighter Detail, Probationary Firefighter, Probationary Firefighter Detail, Officer full shift, Officer partial shift, Acting Officer full/partial, Officer Detail and All Detail. Overtime shall be distributed

using scheduling software. Changes or additional lists for overtime distribution shall be agreed upon by the Union and Administration. Overtime list ranking will be recorded using scheduling software. If an individual is not available to respond to the offered shift, their overtime rank will not change. If an individual rejects the offer they shall be moved to the bottom of the list. Individuals will not be eligible for overtime on the shift immediately following sick shift (unless parental sick leave is involved) or a continuous forty-eight (48)-hour shift. Overtime shall be filled as soon as possible. w

- c. Acceptance – Individuals who accept overtime shall be moved to the bottom of the list. It is understood that the accepted shift hours are not guaranteed, the shift may run shorter or longer depending on department needs.
 - d. Overtime coverage for shifts will remain the same and shall be split into one (1) ten-hour (10)-day shift and one (1) fourteen-hour (14)-night shift. 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. When either the day shift/night shift of the 24-hour shift has been filled, the remaining day shift/night shift shall be filled as described above in “Distribution”.
 2. 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, These shifts shall be split into a day shift and night shift and distributed to the off going-member with the least amount of overtime hours worked, in the last six (6) months, according to scheduling software will receive the mandatory overtime unless working a continues 48 hour shift or a family emergency. If this happens or if the remaining vacant shift remained unfilled, it shall be distributed to the off going member with the second lowest number of overtime hours, etc.
 3. It is the party’s intention that employees shall not work more than forty-eight (48) continuous hours without taking one (1) day shift/night shift 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 Fire Chief or his/her designee shall render a decision within ten (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 shift 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 shift shall be strictly the responsibility of the employees involved.
- d. No employee shall have more than eight (8) shifts either banked or available for exchange with another employee.

It is understood that the Town of Hooksett 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 of Hooksett and hiring for such details will follow a "Detail List". Fire Administration shall review the requirements of the detail and offer to qualified individuals. Bargaining unit members shall be paid at the current detail rate of forty-five dollars (\$45.00)/hour. The Town of Hooksett agrees to a four (4) hour minimum for any detail.
8. Floating Firefighter – The Hooksett Fire-Rescue 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 Fire Chief or his/her designee. Said schedule will be formally posted fourteen (14) calendar days in advance except when shorter notice is appropriate due to the Hooksett Fire-Rescue 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 employee's 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

1. 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 day shift/night shift at such position. Employees working at another higher classification will be paid at 10% above their current wage. Rotation of employees in this section are at the discretion of the Fire Chief or his/her designee.

2. Non-Work-related light duty
A unit member with a non-work related injury may request a “light duty” work assignment within the Hooksett Fire Rescue Department. Approval of a “light duty” assignment request shall be at the sole discretion of the Town Administrator or designee. No “light duty” assignment, if approved, may exceed twelve (12) consecutive months from its approval date. A “light duty” assignment may be shortened or extended at the Town Administrator’s discretion and with consideration of the work available and the number of employees seeking “light duty” assignments. Priority for “light duty” (temporary alternate duty) work will be given to unit members with work-related injuries. While on light duty, unit members will be entitled to all bargaining unit benefits. Unit members on an approved “light duty” assignment are not subject to Article 12 (Hours of Work/Overtime) and shall follow a work schedule set by the Fire Chief. Unit members on “light duty” shall not be eligible for overtime hours, or count towards the daily staffing roster to maintain minimum staffing.

3. Work-related Light Duty
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.

ARTICLE 15
HOLIDAYS

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

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Juneteenth (June 19)
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 of 120 Hours (12 hours for each holiday) 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 Town of Hooksett employment 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.

a. Members will not be entitled to holiday pay when the member is on short/long-term disability, or waiting for a decision from the short/long-term disability provider, on the holiday.

3. Employees shall be entitled to a floating holiday each year. Employees must designate the Floating Holiday by written notice to the Fire Chief or his/her designee 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:

If the employee works any of the following shifts (regardless if the shift is their regularly scheduled or an overtime shift) the employee shall receive ten (10) Holiday hours in extra compensation for each 10 hour day shift and 14 Holiday hours for each 14 hour night shift they work.

- Thanksgiving Day 10 hour day shift
- Thanksgiving Night 14 hour night shift
- Christmas Eve Night 14 hour night shift
- Christmas Day 10 hour day shift
- Christmas Night 14 hour night shift

If the employee works an overtime shift on any of the above shifts, they will receive their regular overtime hourly rate. The employee who is physically working the shift(s) (ex. swap, vacation, sick, personal day, bereavement, etc.) will be the one who earns the Holiday hours.

*Holiday Hours– Usage is as follows:

- Does not subtract any from an employee's sick bank
- Can be used with at least one (1) hour notice like a sick or personal day
- Must be used or will be lost by June 30th 1700hrs within that same fiscal year.

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 or his/her designee no later than ten (10) business days (Monday-Friday) after the Employee knew the facts on which the grievance is based. The Fire Chief or his/her designee shall meet with Employee and Union representative within ten (10) business days (Monday-Friday) following receipt of the written grievance and shall give a written decision within ten (10) business days (Monday-Friday) thereafter.

Step Two: If the Employee and the Union is not satisfied with the decision of the Fire Chief or his/her designee, or if the Fire Chief or his/her designee's decision is not issued within the appropriate time-frame, the employee may file, within ten (10) business days (Monday-Friday) following expiration of the time-frame or receipt of the Chief or his/her designee'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 of Hooksett's action in question. Within ten business (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.

Step Three: If the Employee and the Union is not satisfied with the decision of the Town Administrator, or if the Town Administrator's decision is not issued within the appropriate time-frame, the employee may file, within ten (10) business days (Monday-Friday) following expiration of the time-frame or receipt of the Town Administrator's decision, whichever is applicable, a written appeal with the Hooksett Town Council setting forth the specific reasons why the employee believes the Agreement is being violated by the Town of Hooksett's action in question. At the Hooksett Town Council's next regularly scheduled meeting timeframe to post their agenda, the Hooksett Town Council shall hold a hearing with the employee and Union representative and issue a written decision.

Step Four: In the event that the decision of the Hooksett Town Council 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 Five. 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 Five: If the Employer or the Union is not satisfied with the decision of the Hooksett Town Council, or if the Hooksett Town Council has not issued a decision within the appropriate time frame, the Union may file, within ten (10) business days (Monday-Friday) following the expiration of the time frame or receipt of the decision of the Hooksett Town Council, 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 Fire Administration 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 Hooksett Fire-Rescue Station(s) at least thirty (30) calendar days in advance of the date fixed for the examination. Once the Fire Chief or his/her designee has initiated the Captain's or Lieutenant's promotional process, the process shall be completed within sixty (60) calendar 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 Hooksett Fire-Rescue 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 Hooksett Fire-Rescue 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 Hooksett Fire-Rescue 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 or his/her designee may establish staff evaluations of bargaining unit employees' work to be done on a periodic basis for promotional purposes or otherwise. The Fire Chief or his/her designee 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. Upon completion of the Captain's and Lieutenant's promotional examination process, an eligibility list shall be established and maintained. Each successive promotional process will produce a new "current" Captain's and Lieutenant's eligibility list.
9. All newly promoted Lieutenants will serve a 1-year probationary period and shall complete an officer development program as set forth by the department administration. If the promoted employee does not earn satisfactory evaluations as set forth above, said promoted employee may be returned to the employee's former rank, before the expiration of the probationary period, at the discretion of the Fire Chief or his/her designee. If the employee decides to withdraw from the promotion position he/she must do so within 90 days of appointment. Should the employee return to his/her former rank, any employee hired into that former rank may be terminated by the Employer without it being a violation of any of the provisions of this Agreement.

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 of Hooksett agrees to pay for the cost of courses if all of the following are met:
 - a. Courses must be approved in advance by the Fire Chief or his/her designee.
 - 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 June 1st through June 15 of each year, any additional educational expenses receipts may be submitted for re-imbursement. 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 Hooksett Fire-Rescue Department will make available twenty-seven thousand dollars (\$27,000) 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, or attend 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. If a union member fails to provide documentation within 30 days, then the dollar amount paid by the Town of Hooksett for the class shall be withheld from the following incentive and/or holiday pay. If a member is unable to complete the class due to emergency circumstances, the Fire Chief may exempt the member from section f.
 - g. Reimbursements shall be made for classes within the fiscal budget year only. Classes that extend over 2 fiscal periods may be prorated at the discretion of the Fire Chief.
2. If a course is paid for in whole or in part through Federal or State Programs, then the Town of Hooksett 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 and lodging (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 Hooksett Fire-Rescue 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 bargaining 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

Each employee shall be entitled to vacation time earned. When each employee reaches their anniversary date, they are allowed to carry over no more than 120 hours. Earned hours will then be accrued as follows: each month's accrual will be officially accrued once the month has been completed and will be eligible for use on the first day of the following months based on the numbers of years they have been employed at the Hooksett Fire-Rescue Department (see chart below). The employee must start work by the 15th of the month in order to accrue in the first month. Exception to the End of Employment accruals is an employee retiring under NHRS. These retirees would get their last monthly accruals on the last day of the month.

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. No vacation accruals will be earned when a member is out on short/long-term disability or waiting for a decision from the short/long-term disability provider.

<u>Start of Year #(Anniversary Date)</u>	<u>Hours Earned</u>
<u>1</u>	<u>120</u>
<u>8</u>	<u>180</u>
<u>15</u>	<u>240</u>
<u>21+</u>	<u>280</u>

Employees hired prior to 07/01/2024 shall accrue 300 hours beginning in their 21st year of employment.

Employees hired on or after 07/01/2024 shall accrue 280 hours beginning in their 21st year of employment.

Each employee shall be able to use vacation in the following ways:

- a) 10hr day shift = 10 vacation hours
- b) 14 hr night shift = 14 vacation hours
- c) A minimum of four (4) hours to a maximum of 14 hrs in the middle of the shift. If this "partial shift" cannot be filled, it is treated like any other vacation coverage that cannot be covered and it will be denied. All partial shift hours must be full hours.

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 or his/her designee as early as possible in the calendar year, but except in emergencies, to the Hooksett Fire-Rescue 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 Hooksett Fire-Rescue Department seniority shall be given preference. 120 hours of vacation time may be carried over to the following year.

However in the event a request for vacation is denied, for reason beyond the employee's control, the Town of Hooksett shall buy those hours at the employees existing regular hourly rate. If the employee has more than 120 hours of vacation time when they reach their anniversary date, the overage hours will be paid by multiplying the employee's hourly rate by the remaining hours even if it is less than 1 hour.

Employees shall be able to sell back vacation time to the Town of Hooksett, except when they are on a suspension without pay. This reimbursement will be paid in the employee's regular paycheck.

The parties agree that the firefighters designated as the floating firefighter may request vacation hours in the same manner as personal hours.

Vacation leave shall be used at the rate of one (1) hour of paid leave for each hour from which the employee is absent regardless of the length of that shift. The minimum vacation time is one shift.

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

ARTICLE 21
UNIFORM ALLOWANCE

1. The Town shall provide a uniform allowance for all union members and the Fire Chief or his/her designee will 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 Hooksett Fire-Rescue Department will establish an account in the amount of seven-hundred dollars (\$700.00) for each union member for the purpose of buying and maintaining their uniforms. The Hooksett Fire-Rescue Department will select vendors for members to order items from after they have received approval from the Fire Chief or his/her 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 Fire Chief or his/her 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. Any new-uniform requirement will be provided by the Hooksett Fire-Rescue Department.

The Hooksett Fire-Rescue Department will provide Class A uniforms for new employees at the completion of probation and members that receive promotions.

ARTICLE 22

SICK LEAVE

1. Each Member of the bargaining unit after ninety (90) days employment shall be entitled to be able to earn sick time. Starting on the 1st week after the employees first ninety (90) day period, the employee shall earn twelve and one quarter (12.25) hours of sick time monthly to be placed in the employee's sick bank on the pay period of the month. No sick accruals will be earned when a member is out on short/long-term disability or waiting for a decision from the short/long-term disability provider. All unused sick hours will be canceled upon termination. The maximum amount of hours that each employee can have in their sick bank is five-hundred (500) hours. When an employee uses sick bank hours they are able to use them in the following ways:
 - a) Use sick hours for self: May be used in either a ten (10) hour day shift or twenty-four (24) full shift hours or the amount of hours needed to cover the rest of the shift if the employee goes home part way through the shift. If the employee goes home part way through a shift, the following shall be used for the breakdown of partial hours needed:
 - 0min-29min rolls back to 0hr
 - 30min-59min rolls forward to 1hrExample: The employee informs his supervisors he/she needs to go home sick for the day. It is 9:14am or 0914hrs. Because it is between 0-29min, it rolls back to 9am or 0900hrs as to when the sick time clock started.
 - b) Use of sick hours for dependent: Use parameters are the same as above. The following are the individuals that "dependent care" covers in relation to sick time usage – wife, husband, spouse, civil union partner, son, daughter, grandson, granddaughter, step son, step daughter, step grandson, step granddaughter, legal dependents, mother, father, grandparent, stepmother, and stepfather.
 - c) A family emergency or other bona-fide reason resulting in the employee's having to leave work, as deemed acceptable by the Fire Chief or his/her designee.
 - d) Cover absences resulting from bona-fide sickness or injury not covered by Workers' Compensation; to cover absences required by exposure to contagious disease; and up to forty-eight (48) hours 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 Fire Chief or his/her designee. If the employee has no sick hours available to be used for the birth of the employee's child, then the employee will be granted up to forty-eight (48) hours leave in accordance with Article 23 of the Agreement.
2. In order to receive pay for sick hours an employee must notify the Fire Chief or his/her designee no later than one (1) hour before the normal start of the employee's workday. The Town of Hooksett reserves the right to require a doctor's statement for any sick hours taken, provided that the Town of Hooksett will be required to pay for any doctor's statement required of an employee in excess of two (2) per calendar year.

3. Chronic cases of absenteeism shall be reviewed by the Fire Chief or his/her designee and a determination will be made regarding continued rate of pay and/or continued employment. The Town of Hooksett 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.
4. Sick hours may be accrued up to five-hundred (500) hours. Any additional hours 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. This reimbursement applies to only those hours beyond the five-hundred (500) hour limit. Only five-hundred (500) hours 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.
5. 24 hours of sick bank may be used per year as personal hours. An employee must notify the Fire Chief or his/her designee no later than one (1) hour before the normal start of the employee's workday. The employee is able to use a minimum of three (3) hours and up to twenty-four (24) hours for personal hours if they have that many hours left in their bank. A partial shift usage of personal hours or a fourteen (14) hour night shift usage of personal hours can however be denied if it will cause a drop to less than six (6) members of the bargaining unit.
6. 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 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 or his/her designee 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 of Hooksett 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. FMLA shall be granted by Town Administration or his/her designee for eligible employees who meet the qualifying event criteria. FMLA is 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 or his/her designee 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 FMLA medical leave of absence without pay, an employee shall have no loss of accrued benefits or seniority and will continue to accrue benefits until the employee qualifies for short term disability Health insurance benefit payments will be paid by the Town of Hooksett in accordance with the established level of contribution during periods when the employee is on medical leave without pay.
4. Upon expiration of the FMLA leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted.
5. An employee unable to return to work upon the expiration of FMLA and other accrued leave may request an unpaid leave of absence. Requests for unpaid leave of absence shall be granted or denied at the discretion of the Town Administrator or designee. Employees on an approved unpaid leave of absence shall remain eligible for health insurance benefits on the same terms as an active employee. While on an unpaid leave of absence, an employee will earn seniority, but shall not accrue sick or vacation hours.
6. Upon the approval of Short/Long Term Disability by the Town Administrator or his/her designee, an employee not covered by FMLA, shall have no loss of accrued benefits or

seniority. Employees will not continue to accrue sick or vacation hours. Employee will not be paid for holidays missed while on Short/Long Term Disability as described in Article 15 "Holidays". Health insurance benefit payments will be paid by the Town of Hooksett in accordance with the established level of contribution.

7. The Town shall grant military leave in accordance with the requirements of RSA 112:9 and USERRA. An employee shall have no loss of accrued benefits or seniority while on military leave.
8. Upon the approval of a Workman's Comp claim, an employee shall have no loss of accrued benefits or seniority, and will continue to accrue any such benefits, including sick and vacation. Health insurance benefit payments will be paid by the Town of Hooksett in accordance with the established level of contribution.

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 forty-eight (48) hours will be granted by the Fire Chief or his/her designee in the 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 forty-eight (48) hours 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 or his/her designee. The Fire Chief or his/her designee may grant a request for an extension of bereavement leave.
3. The Fire Chief or his/her designee may grant a request for bereavement leave by an employee for an individual not covered in the above section.

* 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.

ARTICLE 25

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 26

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 27

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 28

DEFINITION OF SENIORITY AND SENIORITY LIST

Definition of Seniority

1. Departmental Seniority shall be determined by continuous full-time service in the Hooksett Fire-Rescue Department calculated from the date of employment.

Seniority List Maintenance

1. The Fire Chief or his/her designee shall prepare and maintain a Departmental Seniority List of all collective bargaining unit members ranked from the most senior to the most junior and said list shall include each member's names, rank, and date of hire.

Layoffs.

Management may layoff an employee in the service to the Town of Hooksett by reason of shortage of work and/or funds abolition of the position, other material changes in the organization, or for the other reasons beyond the employees control and which do not reflect discredit upon the service of and employee.

Seniority Based Reduction.

1. In the case of the personnel reduction (Layoffs) the employee with the least Hooksett Fire-Rescue Departmental seniority shall be laid off.
 - a. Employees shall be recalled in the order of their departmental seniority. The length of full time employment in the Hooksett Fire-Rescue Department shall constitute departmental seniority.
 - b. No new employees shall be hired until all laid off employees have been given at least twenty-one (21) days opportunity to return to work.
 - c. It shall be the responsibility of the union to maintain accurate addresses for all laid off employees and mail forwarded to such employees by the Town of Hooksett at an address supplied by the Union and refusal on the part of the employee to accept a recall to employment and the employee shall forfeit all rights under this section.
 - d. Further, eighteen (18) months after the employee's initial date of layoff, the layoff shall be considered permanent and the employee shall have no further rights under this section or this contract.

Layoff Notification.

1. Management shall give written notice to the employee of any proposed layoff and reason therefore at least thirty (30) calendar days before the effective date of the action. A copy of such notice shall be filed with the Town Administrator and a copy shall be filed in the employee's personnel folder.
2. A layoff shall be considered an Honorable Discharge and so indicated in the laid off employees personnel folder.

Payment Due at Layoff

1. An employee who is laid off shall be paid for all accrued but unused vacation.

2. If employee has been employed by the Town of Hooksett for at least ten (10) years, then half of the employee's accrued but unused sick leave will be paid.
3. Payment will be made in the employee's last pay check.

Rehire Following a Layoff

1. If employee is rehired full-time within eighteen (18) months of layoff, then credit is given for previous years of employment when calculating seniority.
2. Layoff time does not count in seniority calculation.

Resignation

1. Resignation shall be submitted in writing to the Fire Chief or his/her designee.
2. The resignation of any employee shall be deemed to have been accepted by the Fire Chief or his/her designee, following two (2) business days (Monday through Friday) from submission.

ARTICLE 29

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 of Hooksett 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. In the event that he/she terminates his/her employment with the Town during the paramedic program or within the first thirty-six (36) months of obtaining NREMT-P licensure, the student will be required to pay in full all cost associated with this program to include- tuition, required medical screening and/or vaccinations, books, course-required equipment and shift coverage. The Town of Hooksett shall not be entitled to any reimbursement after the above stated timeframe has elapsed. The member's contractual educational funds (\$1,500.00) will not be used for this particular reimbursement.

Bonafide reasons may be considered by the Town of Hooksett 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) or two (2) union member(s) will be eligible to attend this paramedic-training program each fiscal year at the Fire Chief or his/her designee's discretion. Letters of intent shall be submitted to the Fire Chief or his/her designee and a candidate selection will be at the Fire Chief or his/her designee'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 (CBA) 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.

ARTICLE 30

DURATION

This Agreement is effective from July 1, 2024 and shall expire at midnight, June 30, 2027. The parties agree that negotiations shall begin on or before July 15, 2026 in order to have sufficient time to negotiate a successor agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their duly authorized officers and representatives, this 13 day of December, 2023.

THE TOWN OF HOOKSETT, NH

[Signature]
André Garron, Town Administrator

[Signature]
Steve Colburn, Fire Chief

[Signature]
David Nadeau, Asst. Fire Chief

[Signature]
Timothy Tsantoulis, Town Council Chair

[Signature]
James Sullivan, Town Council Vice-Chair

[Signature]
Randall Lapiere, Town Council Secretary

[Signature]
Alex Walczyk, Town Councilor

[Signature]
John Durand, Town Councilor

[Signature]
David Boutin, Town Councilor

[Signature]
Roger Duhaime, Town Councilor

[Signature]
Jodi Pinard, Town Councilor

[Signature]
Keith Judge, Town Councilor

HOOKSETT PERMANENT
FIREFIGHTERS
ASSOCIATION, LOCAL 3264, IAFF

[Signature]
Chris McMurray, President

[Signature]
Scott Hebert, Vice President

[Signature]
Gregory Beals, Treasurer

Eric Uitts, Secretary

Matthew Richter, Member-at-Large

Member

Member

Member

Member

Member

Member

Member

I hereby certify that the above-named personally appeared, before me, and executed this Agreement. 12/13/2023

[Signature]

DONNA J. FITZPATRICK
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
May 3, 2028

7/1/24-6/30/25												
APPENDIX A												
Grade	A	3.0% B	3.0% C	3.0% D	3.0% E	3.0% F	2% G	2% H	2% I	2% J	2% K	2% L
FF AEMT	23.39	24.09	24.81	25.56	26.33	27.12	27.66	28.21	28.78	29.35	29.94	30.54
FF Medic	25.25	26.01	26.79	27.59	28.42	29.27	29.86	30.45	31.06	31.68	32.32	32.96
LT AEMT	29.73	30.62	31.54	32.49	33.46	34.47	35.15	35.86	36.57	37.31	38.05	38.81
LT Medic	30.62	31.54	32.49	33.46	34.46	35.50	36.21	36.93	37.67	38.42	39.19	39.97
Capt AEMT	32.77	33.75	34.77	35.81	36.88	37.99	38.75	39.52	40.31	41.12	41.94	42.78
Capt Medic	33.76	34.77	35.82	36.89	38.00	39.14	39.92	40.72	41.53	42.36	43.21	44.07

7/1/25-6/30/26												
APPENDIX B												
Grade	A	3.0% B	3.0% C	3.0% D	3.0% E	3.0% F	2% G	2% H	2% I	2% J	2% K	2% L
FF AEMT	23.74	24.45	25.19	25.94	26.72	27.52	28.07	28.63	29.21	29.79	30.39	30.99
FF Medic	25.88	26.66	27.46	28.28	29.13	30.00	30.60	31.21	31.84	32.48	33.12	33.79
LT AEMT	30.18	31.09	32.02	32.98	33.97	34.99	35.69	36.40	37.13	37.87	38.63	39.40
LT Medic	31.08	32.01	32.97	33.96	34.98	36.03	36.75	37.49	38.24	39.00	39.78	40.58
Capt AEMT	33.26	34.26	35.29	36.34	37.43	38.56	39.33	40.12	40.92	41.74	42.57	43.42
Capt Medic	34.27	35.30	36.36	37.45	38.57	39.73	40.52	41.33	42.16	43.00	43.86	44.74

7/1/26-6/30/27												
APPENDIX C												
Grade	A	3.0% B	3.0% C	3.0% D	3.0% E	3.0% F	2% G	2% H	2% I	2% J	2% K	2% L
FF AEMT	24.10	24.82	25.57	26.33	27.12	27.94	28.50	29.07	29.65	30.24	30.85	31.46
FF Medic	26.51	27.31	28.12	28.97	29.84	30.73	31.35	31.97	32.61	33.27	33.93	34.61
LT AEMT	30.63	31.55	32.50	33.47	34.47	35.51	36.22	36.94	37.68	38.44	39.20	39.99
LT Medic	31.55	32.50	33.47	34.48	35.51	36.58	37.31	38.05	38.81	39.59	40.38	41.19
Capt AEMT	33.76	34.77	35.82	36.89	38.00	39.14	39.92	40.72	41.53	42.36	43.21	44.07
Capt Medic	34.78	35.82	36.90	38.01	39.15	40.32	41.13	41.95	42.79	43.64	44.52	45.41

Notes:

- 1) Employees hired as Firefighter/EMT receive 2.5% less than the FF AEMT Grade A.
- 2) Once a member reaches Step L they will remain on Step L going forward and not move off the scale.