

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

Effective Date: July 1, 2012

TABLE OF CONTENTS

ARTICLE

1	RECOGNITION	1
2	MANAGEMENT CLAUSE	2
3	INTERFERENCE WITH OPERATIONS AND LOCKOUTS PROHIBITED	3
4	PROBATIONARY EMPLOYEES	3
5	EMPLOYEE RIGHTS	4
6	UNION BUSINESS	5
7	WAGES	6
8	INSURANCE	8
9	DISCIPLINE AND DISCHARGE	9
10	DRUG AND ALCOHOL POLICY	10
11	SEXUAL HARASSMENT	10
12	HOURS OF WORK AND OVERTIME	11
13	DUES DEDUCTION	16
14	OUT OF CLASSIFICATION WORK	17
15	HOLIDAYS	17
16	GRIEVANCE PROCEDURE	19
17	PROMOTIONS	21
18	EDUCATIONAL EXPENSES	23
19	RULES AND REGULATIONS	24
20	VACATIONS	25
21	UNIFORM ALLOWANCE	26
22	SICK LEAVE	27
23	LEAVE OF ABSENCE	29

24	BEREAVEMENT LEAVE	31
25	RESIDENCY	32
26	SEPARABILITY	32
27	EFFECT OF AGREEMENT	33
28	EXPENDITURE OF PUBLIC FUNDS	33
29	SENIORITY	34
30	DURATION	36

APPENDIX A - WAGES

APPENDIX B - HEALTH INSURANCE

APPENDIX C - DRUG & ALCOHOL POLICY

APPENDIX D - RESIDENCY MAP

ORIGINAL

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 statues 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, 2012 (see Appendix A)
2. Effective July 1, 2013 (see Appendix A)
3. Effective July 1, 2014 (see Appendix A)
4. 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

5.

- 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.

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 + RX 10/20/45 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.
2. Effective July 1, 2012 and for the duration of this contract, the Employee will be required to pay 10% of the total premium of the plan in which they are enrolled, except for the HSA 2500 Health Plan.
 - a. For those employees who choose to participate in the HSA 2500 Health Plan the Town shall deposit funds into the employee's HSA bank account on the same schedule and at the same rates as is done for other Town employees.
 - b. The employee will be required to pay all insurance co-pays based on the plan in which they are enrolled.
 - c. The employee shall not be required to contribute more than 10% of the total premium, as it exists on January 1, 2015 until a successor agreement is reached.
3. The Town will provide Short-Term Disability, Long-Term Disability, Worker's Compensation insurance and supplemental Workman's Compensation benefits, the Health Saving Account program, Life insurance and Dental insurance and "opt-out" payments 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 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. 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 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

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

Fire

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.

$10 \times 12 / 2080 = 9.77\%$
FEMA

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:

If the employee works any of the following units (regardless if the unit is their regularly scheduled or an overtime unit) the employee shall receive one Holiday Unit* in extra compensation for each unit they work.

- Thanksgiving Day unit
- Thanksgiving Night unit
- Christmas Eve Night unit
- Christmas Day unit
- Christmas Night unit

10A

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

*Holiday Unit – Usage is as follows:

- Does not subtract any from an employee's sick bank
- Can be used with at least 1 (one) 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 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 1st. of each year, any additional educational expenses receipts may be submitted for re-imburement. 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.

Fire

- 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>
2	10
8	15
15	20
21	25

10 x 12 = 120 / 2080 = 5.77
Fema

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.

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

DEFINITION OF SENORITY AND SENORITY LIST

Definition of Seniority

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

Seniority List Maintenance

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

Layoffs

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

Seniority Based Reduction

- 1) In the case of the personnel reduction (Layoffs) the employee with the least departmental seniority shall be laid off
 - a) Employees shall be recalled in order of their departmental seniority. The length of full time employment in the fire department shall constitute departmental seniority.
 - b) No new employees shall be hired until all laid off employees have been given at least 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 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 right under this section.

- d) Further, 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.

Layoff Notification

- 1) Management shall give written notice to the employee of any proposed layoff and reason therefore at least 30 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 for at least 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 employees rehired full-time within 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
- 2) The resignation of any employee shall be deemed to have been accepted by the Fire Chief or the Chief's designee, following two (2) business days (Monday through Friday) from submission.

ARTICLE 30

DURATION

This Agreement shall expire at midnight, June 30, 2015. The parties agree that negotiations shall begin on or before July 15, 2014 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 27th day of June, 2012.

THE TOWN OF HOOKSETT

HOOKSETT PERMANENT
FIREFIGHTERS ASSOCIATION,
LOCAL 3264, IAFF

[Signature]

[Signature]

[Signature]

James A. Levesque

[Signature]

James A. Sullivan

[Signature]

[Signature]

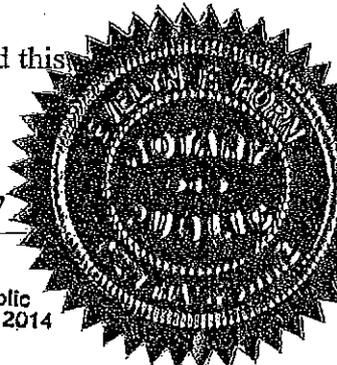
James R. Anderson

James A. Sullivan

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

[Signature]

EVELYN F. HORN, Notary Public
My Commission Expires June 3, 2014



APPENDIX A

FIREFIGHTER		FY 2012/13	FY 2013/14	FY 2014/15
NAME	FY OF HIRE	BASE RATE	BASE RATE	BASE RATE
New Hire	2014/15	\$0.00	\$0.00	\$17.00
New Hire	2013/14	\$0.00	\$16.82	\$17.24
New Hire	2012/13	\$16.65	\$17.07	\$17.49
Benoit	2011/12	\$16.89	\$17.31	\$17.75
Othot	2011/12	\$16.89	\$17.31	\$17.75
Sundquist	2011/12	\$16.89	\$17.31	\$17.75
Gurecki	2010/11	\$17.14	\$17.56	\$18.00
Wolinski	2008/09	\$17.64	\$18.08	\$18.53
Brehm	2007/08	\$17.89	\$18.34	\$18.80
Nadeau	2006/07	\$18.15	\$18.61	\$19.07
Balise	2006/07	\$18.15	\$18.61	\$19.07
Stalker	2004/05	\$18.68	\$19.15	\$19.63
Grover	2003/04	\$18.95	\$19.43	\$19.91
Tewksbury	2002/03	\$19.23	\$19.71	\$20.20
David	2002/03	\$19.23	\$19.71	\$20.20
Uitts	2002/03	\$19.23	\$19.71	\$20.20
Silva	2001/02	\$19.51	\$19.99	\$20.49
Gamache	2000/01	\$19.79	\$20.28	\$20.79
Hill	2000/01	\$19.79	\$20.28	\$20.79
Lincoln	1999/00	\$20.08	\$20.58	\$21.09
Knox	1999/00	\$20.08	\$20.58	\$21.09
Desrochers	1998/99	\$20.37	\$20.88	\$21.40
LIEUTENANT		FY 2012/13	FY 2013/14	FY 2014/15
NAME	FY OF PROMOTION	BASE RATE	BASE RATE	BASE RATE
New Promotion	2014/15	\$0.00	\$0.00	\$25.28
New Promotion	2013/14	\$0.00	\$24.78	\$25.40
New Promotion	2012/13	\$24.30	\$24.91	\$25.53
Doyle	2011/12	\$24.42	\$25.03	\$25.66
Gayer	2010/11	\$24.54	\$25.16	\$25.79
Palmer	2006/07	\$25.04	\$25.66	\$26.31
Drew	2003/04	\$25.42	\$26.05	\$26.70
Carignan	1994/95	\$25.54	\$26.18	\$26.84
CAPTAIN		FY 2012/13	FY 2013/14	FY 2014/15
NAME	FY OF PROMOTION	BASE RATE	BASE RATE	BASE RATE
New Promotion	2014/15	\$0.00	\$0.00	\$27.51
New Promotion	2013/14	\$0.00	\$26.98	\$27.65
New Promotion	2012/13	\$26.45	\$27.11	\$27.79
Resula	2009/10	\$26.85	\$27.52	\$28.21
Anderson	2009/10	\$26.85	\$27.52	\$28.21
Deveau	2004/05	\$27.53	\$28.21	\$28.92

Coverage Outline		YOU PAY
Medical/Surgical Care		
In a Short Term General Hospital (Facility charges for medical, surgical and necessary administration)		Standard Deductible
In a Skilled Nursing Facility (Facility charges) up to 100 Inpatient days per Member per year		Standard Deductible
In a Physical Rehabilitation Facility (Facility charges) up to 100 Inpatient days per Member per year		Standard Deductible
Inpatient physician and professional services (Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests) For Skilled Nursing or Physical Rehabilitation Facility's admission. Limited by the number of Inpatient days stated above.		Standard Deductible
OBSTETRIC SERVICES		
Immunizations for babies, children and adults (including travel and rabies immunizations)		You pay \$0
Mammogram, pap smears, lead screening, prostate specific antigen (PSA) screening		You pay \$0
Routine physical exams for babies, children and adults (including one annual Gynecological exam)		You pay \$0
Family planning visits		You pay \$0
Nutrition counseling		You pay \$0
Routine vision exams - One exam each year for Members 18 years old and younger, one exam every two years for Members 19 years old and older.		You pay \$0
Routine hearing exams - One exam each year for Members 18 years old and younger.		You pay \$0
Diabetes management program		You pay \$0
Medical exams, consultations, anesthesia, medical treatments, and Network Provider services at a Network Walk-In Center. Infusions (including allergy infusions)		Visit Copayment or Specialty Visit Copayment
Office surgery		You pay \$0
Laboratory tests (including allergy testing)		You pay \$0
X-ray tests (including ultrasound)		You pay \$0
MRI, MRI, PET, SPECT, CT Scan, CTA, Chemotherapy, medical supplies and drugs		You pay \$0
Maternity care (prenatal and postpartum visits) Please see Your Subscriber Certificate for information about total maternity care.		Standard Deductible

YOU PAY		YOU PAY
Medical exams and consultations by a physician		Visit Copayment or Specialty Visit Copayment
Services of a surgeon, operating room for surgery and anesthesia		You pay \$0
Physician and professional services for the delivery of a baby or management of therapy		Standard Deductible
Hemodialysis, chemotherapy, radiation therapy, infusion therapy, MRA, MRI, PET, SPECT, CT Scan, CTA		Standard Deductible
Fees for use of a facility, medical supplies, drugs, other ancillaries, observation		You pay \$0
Laboratory and x-ray tests (including ultrasound)		You pay \$0
EMERGENCY SERVICES		
Use of the emergency room		Emergency Room Copayment
(The Copayment is waived if you are admitted)		
Use of a licensed hospital's urgent care facility in the Network		Urgent Care Facility Copayment
Physician's fee, surgery, MRA, MRI, PET, SPECT, CT Scan, CTA, medical supplies and drugs		Standard Deductible
Laboratory and x-ray tests		You pay \$0
Ambulance Services		Standard Deductible
Transport by ambulance must be Medically Necessary		
PHYSICIAN SERVICES		
Physical Therapy and Occupational Therapy and Speech Therapy		Visit Copayment or Specialty Visit Copayment
Up to a combined maximum of 60 visits per Member, per year		
Cardiac Rehabilitation Visits		
Cardiac Rehabilitation Visits		Visit Copayment or Specialty Visit Copayment
Chiropractic Care		Visit Copayment or Specialty Visit Copayment
• Office visits - up to 12 visits per Member, per year		
• Laboratory and x-ray tests furnished by a chiropractor		You pay \$0
Early Intervention Services		Visit Copayment or Specialty Visit Copayment
Available from birth to a covered child's third birthday. Limited to \$9,200 per Member per year and \$9,600 by the child's third birthday.		
PHYSICIAN SERVICES		
Physician services		Visit Copayment or Specialty Visit Copayment
Medical exams, infusions, medical treatments, surgery and anesthesia		
Home Health Agency services		Standard Deductible
Hospice		Standard Deductible
Infusion Therapy		Standard Deductible
Durable Medical Equipment, Medical Supplies and Prosthetics		Subject to the DME Deductible and Copayment



Local Government Center Health Plan
 NEW HAMPSHIRE
 Health Plan

Service	Member Responsibility	Standard Deductible and Coinsurance plus any balances
Outpatient/Office visits, Partial Hospitalization, and Intensive Outpatient Treatment Programs		
Mental Health visits - Unlimited Medically Necessary visits		
Substance Abuse visits - Unlimited Medically Necessary visits (including detoxification and substance abuse rehabilitation services)		
Partial Hospitalization and Intensive Outpatient Treatment Programs		
Mental Disorders: Unlimited Medically Necessary care	You pay \$0	Standard Deductible and Coinsurance plus any balances
Substance Abuse Conditions: Unlimited Medically Necessary care for rehabilitation and detoxification	You pay \$0	
Inpatient Care		
Mental Disorders: Unlimited Medically Necessary Inpatient days		
Substance Abuse Conditions: • Medical detoxification days - Unlimited Medically Necessary inpatient days • Substance abuse rehabilitation - Unlimited Medically Necessary inpatient days	You pay \$0	Standard Deductible and Coinsurance plus any balances
Scheduled Ambulance Transport Limited to Medically Necessary transport from one facility to another	You pay \$0	

* Benefits are limited to the Maximum Allowable Benefit (MAB). Under Self-Insured Benefits, You may be responsible for paying the difference between the MAB and charge. Please see Section 2 of Your Subscriber Certificate for details. Self-referred care may require pre-authorization/authorization from Anthem. Please refer to Your Subscriber Certificate for details.



Local Government Center Health Plan
 NEW HAMPSHIRE
 Health Plan

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

Service	Member Responsibility	Standard Deductible and Coinsurance plus any balances
Cost Sharing Summary		
Visit Copayment Applies each time You visit Your Primary Care Provider (PCP) or Network obstetrics/gynecological specialist.	\$10 per visit	not applicable
Specialty Visit Copayment Applies each time You visit a specialist. This Copayment also applies each time You visit a Network Physician at a Network Walk-In Center for diagnosis, care and treatment of an illness or injury.	\$10 per visit	
Emergency Room Copayment	\$50 per visit	
Urgent Care Facility Copayment Applies each time You visit a licensed hospital's Network urgent care facility for diagnosis, care and treatment of an illness or injury.	\$50 per visit	not applicable
Standard Deductible	not applicable	\$500 per Member, per year \$1,500 per family, per year 30%
Standard Coinsurance	not applicable	\$1,000 per Member, per year \$3,000 per family, per year
Coinsurance Maximum	not applicable	\$100 per Member, per year 50%
Durable Medical Equipment, Medical Supplies and Prosthetics		
Productible Coinsurance	\$100 per Member, per year 20%	
Inpatient Preauthorization Penalty	N/A	\$500

* Benefits are limited to the Maximum Allowable Benefit (MAB). Under Self-Insured Benefits, You may be responsible for paying the difference between the MAB and charge. Please see Section 2 of Your Subscriber Certificate for details. Self-referred care may require pre-authorization/authorization from Anthem. Please refer to Your Subscriber Certificate for details.

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

Coverage Outline

Medical (Surgical) Care		YOUR COST
In a Short Term General Hospital (Facility charges for medical, surgical and maternity admissions)		
In a Skilled Nursing Facility (Facility charges) up to 100 Inpatient days per Member, per year		
In a Physical Rehabilitation Facility (Facility charges) up to 100 Inpatient days per Member, per year		
Inpatient physician and professional services (Such as physician visits, consultations, surgery, anesthesia, delivery of a baby, therapy, laboratory and x-ray tests)		
For Skilled Nursing or Physical Rehabilitation Facility admission: limited to the number of Inpatient days stated above.		
Preventive Care		
Immunizations for babies, children and adults (including travel and rabies immunizations)		
Manogram, pap smears, lead screening, prostate specific antigen (PSA) screening		
Routine physical exams for babies, children and adults (including one annual ophthalmological exam)		
Family planning visits		
Nutrition counseling		
Routine vision exams - One exam each year for Members 18 years old and younger; one exam every two years for Members 19 years old and older.		
Routine hearing exams - One exam each year for Members 18 years old and younger		
Diabetes management program		
Medical/Surgical Care in a Physician's Office or Walk-In Center or furnished by an Independent Ambulatory Surgical Center, Independent Infusion Therapy Provider, Independent Laboratory Provider, or Independent Radiology Provider		
Medical exams, consultations, anesthesia, medical treatments, and Network Provider services at a Network Walk-In Center		
Injections (including allergy injections)		
Office surgery		
Laboratory tests (including allergy testing)		
X-rays (including ultrasounds)		
MRI, PET, SPECT, CT Scan, CTA, chemotherapy, medical supplies and drugs		
Maternity care (prenatal and postpartum visits)		
Please see Schedule 2 of Your Subscriber Certificate for information about total maternity care.		

* Benefits are limited to the Maximum Allowable Benefit (MAB). Under Self-Retained Benefits, You may be responsible for paying the difference between the MAB and charge. Please see Schedule 2 of Your Subscriber Certificate for details. Self-retained care may require preauthorization/pretreatment from Anthem. Please refer to Your Subscriber Certificate for details.

† Any combination of Network or POC-Retained Benefits and Out-of-Network or Self-Retained Benefits counts toward this limit.

Self-Retained Benefits - YOUR COST

Outpatient Facility Care in the Outpatient Department of a Hospital, a Short Term General Hospital's Ambulatory Surgical Center, a Hemodialysis Center or Birthing Center		YOUR COST
Medical exams and consultations by a physician		
Services of a surgeon, operating room for surgery and anesthesia		
Physician and professional services for the delivery of a baby or management of therapy		
Hemodialysis, chemotherapy, radiation therapy, infusion therapy, MRI, PET, SPECT, CT Scan, CTA		
Fees for use of a facility, medical supplies, drugs, other emollients, observation		
Laboratory and x-ray tests (including ultrasounds)		
Emergency Room Visits and Urgent Care Facility Visits		
Use of the emergency room		
(This Copayment is waived if You are admitted)		
Use of a licensed hospital's urgent care facility		
Physician's fee, surgery, MEA, MRI, PET, SPECT, CT Scan, CTA, laboratory and x-ray tests		
Anesthesia services		
Transport by ambulance must be Medically Necessary		
Physical Therapy and Occupational Therapy and Speech Therapy		
Up to a combined maximum of 60 visits per Member per year		
Cardiac Rehabilitation Visits		
Chiropractic Care		
Office Visit - up to 25 visits per Member, per year		
Laboratory and x-ray tests furnished by a chiropractor		
Ready Intervention Services		
Available from birth to a covered child's first birthday. Limited to \$3,200 per Member per year and \$9,600 by the child's third birthday.		
Physician services		
Medical exams, injections, medical treatments, surgery and anesthesia		
Home Health Agency services		
Respite		
Infusion Therapy		
Durable Medical Equipment, Medical Supplies and Prosthetics		

* Benefits are limited to the Maximum Allowable Benefit (MAB). Under Self-Retained Benefits, You may be responsible for paying the difference between the MAB and charge. Please see Schedule 2 of Your Subscriber Certificate for details. Self-retained care may require preauthorization/pretreatment from Anthem. Please refer to Your Subscriber Certificate for details.

† Any combination of Network or POC-Retained Benefits and Out-of-Network or Self-Retained Benefits counts toward this limit.

Anthem's Lumenos High-Deductible Health Plan

How the Plan Works

Care Received from Participating Providers (In-Network)

Care Received from Non-Participating Providers (Out-of-Network)¹

Calendar-Year Deductible	\$2,500 per person \$5,000 per family	
Coinsurance	N/A	30%
Coinsurance Maximum	N/A	\$ 2,500 per person \$ 5,000 per family
Calendar-Year Out-of-Pocket Maximum (Deductible + Coinsurance)	\$2,500 per person \$5,000 per family	\$ 5,000 per person \$10,000 per family

If you are enrolled at the family level, eligible expenses incurred by you or any of your enrolled family members count toward satisfying the calendar-year deductible and/or the coinsurance maximum. In other words, if you are enrolled at the family level and your spouse incurs enough eligible expenses to meet the calendar-year deductible and coinsurance maximum, no other enrolled members of your family will be required to meet the calendar-year deductible or coinsurance maximum. Note that all in-network and out-of-network eligible expenses count toward the calendar-year deductible. However, coinsurance costs incurred out-of-network count only toward the out-of-network coinsurance maximum.

Preventive Care

Routine Exams and Screenings	Covered at 100% ²	Covered at 70% after deductible
Routine exams and screenings include physical exams for children and adults; eye exams; hearing screenings; blood and urine screening tests; cancer screenings; well-woman exams; and recommended immunizations. See <i>Preventive Care Services Covered at 100%</i> on page 3 for more information. All screenings and tests are covered as recommended or applicable for your age, gender, and/or health history.		

Benefits

Outpatient Care	Office visits	Covered at 100% after deductible	Covered at 70% after deductible
	Surgery, laboratory and allergy tests, x-rays, ultrasounds, injections, allergy injections	Covered at 100% after deductible	Covered at 70% after deductible
	Maternity care	Covered at 100% after deductible	Covered at 70% after deductible
	CT scans, MRIs, chemotherapy	Covered at 100% after deductible	Covered at 70% after deductible
Inpatient Hospital Care		Covered at 100% after deductible	Covered at 70% after deductible
Chiropractic Care		Covered at 100% after deductible	Covered at 70% after deductible
Durable Medical Equipment		Covered at 100% after deductible, limited to \$5,000 per person per calendar year ³	Covered at 70% after deductible, limited to \$5,000 per person per calendar year ³
Physical, Occupational, and Speech Therapy		Covered at 100% after deductible, limited to \$5,000 per person per calendar year ³	Covered at 70% after deductible, limited to \$5,000 per person per calendar year ³
Hospice Care		Covered at 100% after deductible	Covered at 70% after deductible
Emergency Room Care		Covered at 100% after deductible	Covered at 70% after deductible
Vision Care	Frames and lenses	Discounts available	N/A
Nutrition Counseling	Up to three visits per person per calendar year ³	Covered at 100% after deductible	Covered at 70% after deductible
Diabetes Management Program		Covered at 100% after deductible	Covered at 70% after deductible
Behavioral Healthcare and Substance Abuse Treatment ^{3,4}		Covered at 100% after deductible	Covered at 70% after deductible
Maximum Lifetime Benefit		None	\$1 million per person
Prescription Drugs		Short-term and long-term: Covered at 100% after deductible	Short-term and long-term: Covered at 70% after deductible

¹Benefits 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 healthcare provider charges more than the MAB, you are responsible for the difference, which does not apply to the calendar-year out-of-pocket maximum. Note that you can use the funds in your health savings account to pay for care that exceeds the MAB. ²If you receive a diagnosis, your care is covered at 100% after you've met the calendar-year deductible. ³Any combination of in-network or out-of-network benefits counts toward this limit. Note that you can use the funds in your health savings account to pay for care that exceeds the calendar-year limit. ⁴All substance abuse detoxification and rehabilitation benefits are limited to a separate \$10,000 maximum per person per calendar year and a \$20,000 maximum per lifetime for all services, inpatient or outpatient. Note that you can use the funds in your health savings account to pay for care that exceeds these maximums.

The chart below provides a summary of how the plan pays for care when you see participating providers and for care received from non-participating providers:

	Care Received from Participating Providers (In-Network)	Care Received from Non-Participating Providers (Out-of-Network)
Calendar-Year Deductible	\$2,500 per person \$5,000 per family	
	<p>Note that all in-network and out-of-network eligible expenses count toward your calendar-year deductible. In other words, there isn't a separate deductible for in-network services and one for out-of-network services.</p> <p>In addition, if you enroll your family members, once your family's total eligible expenses satisfy the calendar-year deductible, no further deductible is required by any other enrolled family members.</p>	
Coinsurance	Coinsurance is not required when you see participating providers.	30%
Coinsurance Maximum	N/A	\$ 2,500 per person \$ 5,000 per family
Calendar-Year Out-of-Pocket Maximum (Deductible + Coinsurance)	\$2,500 per person \$5,000 per family	\$ 5,000 per person \$10,000 per family
	Note that this amount is the same as the calendar-year deductible. You have to meet this amount only once before the plan pays 100% of eligible expenses, up to the MAB.	This amount consists of your calendar-year deductible plus your coinsurance costs for out-of-network services only. All benefits are paid up to the MAB. Out-of-network care may involve charges beyond the MAB.
Coverage for Preventive Care	Covered at 100% <i>No deductible required</i>	Covered at 70% after deductible

With Anthem's Lumenos High-Deductible Health Plan, traveling doesn't mean leaving your healthcare coverage behind. Because you can choose which hospital and provider to see, your care is covered as it would be at home as long as you use one of the thousands of Blue Cross and Blue Shield BlueCard-network providers nationwide.

When you receive healthcare, you may choose to use the available funds in your health savings account to help offset your calendar-year deductible or to pay for any required coinsurance.

As you can see, using providers who participate in Anthem's Lumenos network can reduce your out-of-pocket costs. A directory of network providers is available by:

- Logging on to LGC's Web site at www.nhlgc.org and clicking on "HealthTrust Online,"
- Logging on to Anthem's Web site directly at www.anthem.com, or
- Calling Anthem at 800.852.6592 or LGC at 800.852.3358.

Remember, medical coverage with Anthem's Lumenos High-Deductible Health Plan is offered through Anthem. To answer any questions you have about your medical coverage, Anthem representatives are available from 7:00 a.m. to 8:00 p.m. Monday through Friday, and from 9:00 a.m. to 1:00 p.m. on Saturday. If you have a question about how your care will be covered, you are encouraged to call Anthem at 800.852.6592 *before* receiving care.



PRESCRIPTION BENEFIT PROGRAM OVERVIEW



	RETAIL PHARMACY	MAIL SERVICE PHARMACY
	For immediate or short-term medication needs*	For maintenance or long-term medication needs*
You Will Pay:	<ul style="list-style-type: none"> • \$10 for each generic medication • \$20 for each preferred brand-name medication** • \$45 for each non-preferred brand-name medication** 	<ul style="list-style-type: none"> • \$10 for each generic medication • \$20 for each preferred brand-name medication** • \$45 for each non-preferred brand-name medication**
Day Supply Limit:	34-day supply	90-day supply
Refill Limit:	One initial fill plus two refills for maintenance or long-term medications. For each additional fill a 100% copay will be applied.	None
Prior Authorization Required:	Botox and Myobloc for Non-Cosmetic Purposes Only, Wellbutrin SR Tab 150mg and its generic: Bupropion ER tab 150mg, Wellbutrin SR Tab 200mg and its generic: Bupropion SR tab 200mg, Wellbutrin XL Tab 150mg and its generic: Bupropion XL tab 150mg, Wellbutrin XL Tab 300mg and its generic: Bupropion XL tab 300mg. All forms of Wellbutrin and its generics are not covered for use as a smoking deterrent.	

*Your plan may have coverage limits, be subject to dispensing limitations and may not cover certain medicine. Please log on to www.caremark.com for the most up-to-date plan information.

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

For Medications Purchased at a Retail Pharmacy:

The CVS Caremark Retail Program includes more than 64,000 participating pharmacies nationwide, including over 20,000 independent community pharmacies. For a full listing, visit www.caremark.com.

Day Supply Limit

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

Refill Limit

For maintenance or long-term medication, you may obtain one initial fill plus two refills at a retail pharmacy. It will then be necessary for you to utilize CVS Caremark Mail Service for additional supplies. Otherwise, you will be responsible for 100 percent of the cost of the medication when filled at a retail pharmacy. CVS Caremark Mail Service is the most convenient and economical way to purchase maintenance or long-term medication.

CVS Caremark Participating Retail Pharmacies

Participating pharmacies can easily access information about your prescription benefit program and the appropriate payment. You will not need to file any additional paperwork when you use a CVS Caremark participating retail pharmacy.

Non-Participating Retail Pharmacies

In most cases, you will pay more for your prescription if you use a pharmacy outside the CVS Caremark network. You will be asked to pay 100 percent of the prescription price at the pharmacy. Then, you will need to submit a paper claim form, along with the original prescription receipt(s), to CVS Caremark for reimbursement of covered expenses.

For Medications Purchased Through the CVS Caremark Mail Service Pharmacy:

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

Day Supply Limit

You can get up to a 90-day supply of medication when you get a prescription filled through CVS Caremark mail service. Ask your doctor to write a prescription for up to a 90-day supply plus three refills when clinically appropriate. Prescriptions written in this way will be valid for up to one year.

Please Note: By law, CVS Caremark must fill your prescription for the exact quantity of medication prescribed by your doctor, up to the 90-day supply limit.

Payment Options

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

Convenient Home Delivery

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

For Both Retail and Mail Service Programs:

www.caremark.com

Using CVS Caremark's Web site is the most convenient way to manage prescription drug benefits. Registering online is easy, quick and secure. You can order mail service refills, check the status of recent orders, access prescription drug history, price medications and locate a CVS Caremark participating retail pharmacy. The Web site also offers information about various health topics, including a prescription drug reference library.

Drug List

Your plan is subject to a list of prescription drugs that are preferred by the plan because of their safety, clinical effectiveness and ability to help control prescription drug costs. The drug list is updated on a regular basis. Log onto www.caremark.com to access the most current drug list for your plan.

Prior Authorization

Some medications may require approval before the prescription can be filled. Your pharmacist will give you or your doctor a toll-free number to call in order to obtain approval. If prior authorization is required on a prescription filled through the mail service, CVS Caremark's Mail Service Pharmacy will contact your physician directly for approval.

Have Questions?

Customer Care is available to assist you 24 hours a day, seven days a week for your prescription benefit-related questions—including the status of prescription drug benefit orders and refills. Contact Customer Care at 1-888-726-1631 to speak to a Customer Care representative or to access CVS Caremark's fully automated refill phone service. You may also e-mail Customer Care at customerservice@caremark.com.

[Caremark.com](http://www.caremark.com) is a hassle free, round-the-clock way to order refill prescriptions, check order status and get important medication information.

When you call or log in, be ready to provide:

- Your date of birth
- Your CVS Caremark ID number located on the front of your CVS Caremark ID card
- Your VISA®, Discover®, MasterCard® or American Express® number, with expiration date, if your plan requires a payment. Checks and money orders are accepted; however, the preferred method of payment is by credit card.

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

Need Another Prescription ID Card? Additional ID cards can be obtained by calling Customer Care at 1-888-726-1631. For a temporary ID card, go to www.caremark.com.

This guide provides an overview of prescription coverage. While it is intended to describe your benefits as accurately as possible, the specific terms and conditions of eligibility and benefits are set forth in and governed by Your Prescription Benefit booklet and any other separate documents relating to features of the plan. In the event of any discrepancy between this guide and Your Prescription Benefit booklet, the terms of the Your Prescription Benefit booklet will govern. This guide does not constitute a contract or an offer to form a contract, and is not binding on any party. The benefits described in this guide may be subject to change without prior notice.

- Safety. Violation of safety regulations or endangering the health or safety of other persons; failing to report any work-related accidents; failing to notify supervisor or appropriate contact person of a safety issue.
- Employee relations. Using abusive or profane language to another employee; negligent or intentional destruction of another employee's personal possessions; threatening bodily harm; intent to strike; striking another employee. Using threatening, abusive or profane language or other provocation which might reasonably be expected to result in a disturbance.
- Crime. The conviction of any level crime, occurring on-duty, or work-related, or would somehow affect the job responsibilities and duties of the employee. See 'Employment Conditions' for more information.
- Dishonesty. Dishonesty to a coworker, resident, or visitor to the Town.
- Incompetence. Repetition of avoidable mistakes to a point that the mistakes demonstrate a disregard for the Town's interest.
- Neglect of duty. Negligence in the performance of duties which conflicts with the Town's interest. Neglect of duty resulting in inferior work, lack of work, equipment breakdown, or waste of materials, supplies or products.
- Unsatisfactory job performance. Failing to demonstrate the requisite skills or abilities to satisfactorily discharge the employee's duties.
- Telephone, facsimile, computer, e-mail, photocopier. Excessive use of Town telephone, facsimile, computer, e-mail, Internet access and/or photocopier for personal purposes.
- Theft or destruction of property. The theft or negligent or intentional destruction of any Town property or the personal property of a coworker, resident or visitor.
- Insubordination. Acting in an insubordinate manner toward any supervisor or in disregard of any directive of the Town.
- Violation of the Town's policies, procedures or rules. Violating or failing to follow the Town's policies, procedures or rules.

Drugs and alcohol in the workplace, and testing. The Town is committed to providing a work environment that is healthy, safe, and free of drugs and alcohol. In doing so all employees are required to submit to drug and alcohol testing upon request of a supervisor. In support of our commitment to a healthy and safe work environment, the Town prohibits the following conduct and any conduct which, in our determination, is not consistent with our commitment.

- The manufacture, distribution, sale, possession, storage, or use of a controlled substance, unauthorized prescription drug, drug paraphernalia, or alcohol, at any time on Town property, on duty, while conducting Town business elsewhere, or during work hours.
- Reporting to work or otherwise working under the influence of drugs or alcohol, or under the influence of legal drugs that may impair your ability to safely perform your job functions.
- Reporting to work in a condition that is not fit for work. In addition to being under the influence as mentioned above, other indications of a lack of fitness for duty are smelling

of alcohol, appearing to be "hung-over", or otherwise appearing or being unable to effectively interact with citizens, visitors, and co-workers, and work safely and properly without impairment.

- Failing to submit to a required fitness for duty exam.

The Town recognizes drug dependency as an illness and a major health problem. Employees needing help in dealing with such problems are encouraged to use services provided with their health insurance, or the "Employee Assistance Program". More information on EAP is available in Human Resources. Conscientious efforts to seek such help will not jeopardize any employee's position.

An employee must, as a condition of employment, report to their Department Head any arrest under a criminal drug statute which occurred on Town property, while on-duty, conducting Town business outside of the normal work hours, or an arrest which would jeopardize their job functions. This report must be made on the following work day after the arrest. Once the case has been finalized/closed, the employee must also report to the Department Head the final disposition of the case on the following work day.

The Town follows all protocols of the U.S. Department of Transportation drug and alcohol testing program for all employees whether they fall under the federal criteria, or not.

1. Prohibitions. No employee shall report for duty, remain on duty or operate a Town vehicle or any equipment, while under the influence, while in possession of, or while using alcohol or a controlled substance, or over-the-counter medications which may have an effect. 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 won't impair their ability to operate a motor vehicle. Any employee shall inform their supervisor of therapeutic drug use that may impair the employee's ability to perform job functions. Please see "Prescription medication and over-the-counter medication" for more information.

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

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

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

The following classes of drugs will be subject to testing by urinalysis: marijuana, cocaine, phencyclidine (PCP), opiates (includes codeine) and amphetamines, and any other class of drugs covered under the U.S. Department of Transportation Drug and Alcohol regulations. Alcohol testing is done through breath analysis or any other method used by the collection site facility in accordance with approved U.S. DOT protocol.

Positive test result: (Employee fails drug/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. The MRO will attempt to contact the employee. The MRO will either declare a verified positive test, or cancel the positive result after discussion with the employee. In the event the MRO is unable to contact the employee in accordance with DOT regulations, the laboratory positive result will be reported to Human Resources. Human Resources will contact the Department Head with the test results. The Department Head will contact the employee and arrange to meet with them and discuss the disciplinary measures to be taken. See "Positive test consequences".

In the case of a positive drug test result, the employee may request a test (B bottle) (at their own expense) of the split sample urine specimen by contacting the MRO. Should the test result in a negative test result, the Town will reimburse the cost of the test (B bottle) to the employee. The employee will be reinstated with back pay and full benefits. Documentation of the negative test result will be placed in the employee's file.

Types of drug and alcohol testing include pre-employment, reasonable cause/suspicion, post accident involving fault or injury, random, return to duty, and follow-up.

Positive alcohol screenings are confirmed through a second breath analysis. After various steps, which could include a discussion with the employee, the MRO will declare a verified positive test or cancel the test altogether.

Positive test consequences: 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.

If the employee's drug test result is 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 unpaid suspension from work will be for a minimum of seven workdays and a maximum unlimited days until the employee does all of the following:

- Meet with a licensed substance abuse professional for assessment and begin appropriate treatment.
- A fit-for-duty report must be provided to Human Resources.
- Take and pass a drug and/or alcohol test at the Town's medical facility.

A. Pre-employment. All offers of employment extended for any position must be conditioned upon negative drug and alcohol tests. If the applicant fails the test, the offer of employment shall be withdrawn.

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

A supervisor trained in the detection of 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, speech, breath odor, balance, overall appearance and any physical evidence of alcohol or drugs.

The supervisor will do the following.

- Approach the employee and ask, "Are you feeling okay?" or "How are you feeling?" This is a non-threatening, non-defensive way to begin your discussion. Remember that behavior which can indicate drug and/or alcohol use may be an indication of a variety of other medical or non-medical conditions.
- Ask the employee if they are taking any prescription medication or other medication that may cause the appearance of drug or alcohol impairment. If appropriate, require the employee to provide written proof of such within 24 hours.

- Listen very carefully to the response given by the employee. Using your best judgment, determine if the employee is a threat to their safety or the safety of others based on your concerns and observations. If you believe the employee is not fit for duty remove the employee from their regular duties.
- After removal of the employee from their duties, ask the employee to wait for you in a private office or area. Escort the employee to that location. Have someone wait with the employee while you contact the Department Head for approval to drug and/or alcohol test. Be prepared to describe specifically the documented behaviors and physical symptoms that indicate to you that this employee may be under the influence of an a drug or alcohol.
- Once approval is received, contact the medical facility to arrange for the tests.
- Inform the employee that they will be tested and what they will be tested for.
- If the employee refuses to be tested inform them that refusal will result in suspension without pay and they will be treated as an employee who tests positive. If the employee still refuses, restate the repercussions of refusing the test. Should the employee refuse a third time, contact the Department Head for approval to suspend. If you are the Department Head, follow suspension guidelines listed under section "XI Positive Test". Do not allow the employee to go home on their own accord. Arrange to transport the employee home. Thoroughly document the meeting. Documentation must be completed and signed by a witness within 24 hours of the meeting.
- If the employee consents to be tested, accompany the employee to the medical facility. Stay with the employee until the test(s) are completed. Inform the employee that they will be placed on paid administrative leave for the remainder of the workday and suspended without pay pending the results of the test(s). Take the employee home after the test is complete or arrange for transportation. Do not allow the employee to go home on their own accord. Document the meeting and show the administrative leave and suspension on applicable time sheets.
- The transportation of an employee appearing to be under the influence will require the supervisor to attempt to contact the employee's family to arrange transportation. The supervisor will make reasonable efforts to get the employee home safely. The supervisor will not detain the employee against their will, however, under certain circumstances it may be necessary for the supervisor to contact local police.
- Notify Human Resources of all of the above.

Reasonable cause/suspicion negative test result: (Employee passes drug/alcohol test)
Human Resources will be contacted with the results of the test. Human Resources will contact the Department Head with the results of the test(s). The Department Head will inform the employee that they will be allowed to return 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.

C. Post Accident. After an accident of any type (motor vehicle or non-motor vehicle), an employee may be subject to testing and/or disciplinary action based on reasonable cause. Testing is also required if the accident results in a fatality or injury of any sort, or if the employee is found to be at fault of the accident.

Drug testing must be performed as soon as practicable after the accident. Alcohol testing must be performed within two hours after an accident. If, for unavoidable reasons, alcohol testing is

performed beyond two hours but before eight hours post accident, the Department Head must document why there was a delay in testing. If alcohol testing cannot be performed within eight hours post-accident, all attempts to an alcohol test shall stop. The Department Head must document why testing could not be done within the required period. Any employee that is involved in an accident in which alcohol testing is required must abstain from alcohol use until they are alcohol tested; or eight hours have elapsed post accident. Post accident alcohol testing may be performed or referred by trained law enforcement officials in lieu of a medical facility. 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.

If an employee is injured, unconscious, or otherwise unable to consent to testing, all reasonable steps will be taken to obtain a sample. 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 will not be delayed in order to collect any specimen and any injury to the employee should be treated first.

The consequence for a positive post accident test result is immediate discharge. An employee will be suspended without pay pending the result of post accident test(s). In the event that the test(s) are negative, the employee will be reinstated without loss of pay or benefits, unless other conduct warrants discipline under Town policy.

D. Random: The consortium is responsible for the random selection of employees for testing and will provide a list of randomly selected employees to Human Resources. Random tests will be conducted on a monthly or quarterly basis at threshold levels prescribed by the Town. Each employee in the pools will be assigned an identification number. Except for providing and updating the employees information to the consortium, the Town will not be involved in the random selection process.

It is important for employees in the random pools to understand that if they are drawn for a drug or alcohol random test, their identification 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 employees in the DOT pool shall be selected for random drug testing and 10 percent shall be selected for random alcohol testing each year. These percentages are subject to amendment up or down by the US DOT.

Each department head will be the medical contact person for their department unless designated to another member of that department. The Department Head shall keep all information confidential at all times with the exception of testing appointments and results. Each quarter Human Resources will provide a list of the selected employees to be tested to the Department Head who is responsible for scheduling the test appointments. Tests shall only be scheduled during work hours. If a selected employee is on leave, their name may be held in reserve until such time as they are available for testing. The Department Head will contact the testing facility and supply all information needed, such as name of the employee, social security number, date of birth, whether the employee is a random DOT or Non-DOT test, etc, and the type of test(s) to be performed. The Department Head will not notify the selected employee that they have been scheduled. The Department Head will only notify selected employees to report for testing when the employee is on duty and immediately before the scheduled appointment. At the time of notification the employee must report immediately for testing. All time spent reporting for and during testing shall be considered on duty. If the employee uses his or her personal vehicle to report to a testing site, mileage will be reimbursed. The laboratory will send test results to the consortium for review.

Random negative test results: (Employee passes drug/alcohol test)

Human Resources will notify the Department Head of the negative result by employee name. The Department Head then must notify the employee of the test result(s).

3. Collection Site. 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. 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 by the Town for purposes of compliance with this policy. Their 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 MRO's are independent contractors.

- **Collection Site Procedures.** Cooperation of employees is required at collection sites. Any lack of cooperation will be reported to Human Resources and appropriate disciplinary action will be taken. The employee must show a picture ID upon check in. If positive identification cannot be made, the collection process will stop. The collection site will notify Human Resources if the scheduled employee fails to arrive at their assigned time.

Alcohol tests are conducted by US DOT protocol. Any test with a BAC result of .02 or greater is considered positive. Any positive alcohol test will be confirmed by a second test by breath alcohol testing. Employees who refuse to provide a specimen or fail to cooperate with collection personnel will be reported to Human Resources. The behavior shall be documented and appropriate disciplinary action will be taken. Refusal to provide a specimen for analysis will be treated as if the employee tested positive.

- **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.

The collection site procedures shall provide for the collection of split sample urine specimens in accordance with standard procedures. Alcohol testing shall include an initial screening test through breath analysis or any other method used by the collection site facility in accordance with approved US DOT methods.

Chain of custody and quality control of samples shall follow NIDA and US DOT guidelines to assure the accuracy of collection and testing procedures. A quality control program for drug testing will be maintained including the submission of blind samples to assure the accuracy of collection and testing procedures.

- **Contractors.** Agreements between the Town and independent contractors providing services will include certification that the contractor is in compliance with US DOT drug and alcohol testing requirements, if the contractor's services fall within the US DOT guidelines.

4. Medical Review Officer Duties (MRO). The MRO will review the results of testing, verify each test and conduct an administrative review of all negative results before they are reported to Human Resources.

Before the MRO makes a final decision to verify a positive test result, the employee shall have an opportunity to discuss the test result with the MRO during a medical interview. The interview, which may be by telephone, will be used to determine whether there is a legitimate medical explanation for a positive drug test result from the lab. Initially, the MRO shall contact 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, the MRO shall contact Human Resources 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 immediately 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 the employee expressly declines the opportunity to discuss the test or participate in a medical interview or the employee has not contacted the MRO after being directed to do so, or under other circumstances provided for in US DOT testing regulations.

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. 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. 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.

Following the verification of a positive alcohol test result, the MRO shall refer the employee's case to Human Resources for further action as provided under this policy.

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 employee tested to Human Resources for appropriate action in accordance with this policy.

5. Testing of split samples. 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 a positive result is consistent with legal drug use (a determination that there is a legitimate medical explanation for the positive test result) the MRO shall report the test result to Human Resources as negative. Within 60 days of an employee's receipt of a final positive test result from the MRO, the employee shall have the right upon written request to the MRO, to have the original specimen retested, either at the original lab or at another NIDA certified laboratory. Only the MRO can authorize a re-analysis of a sample.

An employee electing to have an original test of a split sample tested will pay in advance all costs associated with the shipping and testing, but the employee will be reimbursed by the Town if the retest is negative.

If a specimen is sent to a second lab, the first lab must maintain the chain of custody.

If a test of a split sample is negative, the drug test results shall be deemed negative by the MRO. Samples that yield positive results on the confirmation will be retained by the testing laboratory in properly secured, long term, frozen storage for at least 365 days. Within this 365 day period, the employee, his representative, or the Town may request that the testing laboratory retain the sample for an additional period.

6. Confidentiality of Information. Except as otherwise provided herein or under federal law, the MRO shall not disclose to a third party any medical information provided by the employee to the MRO as part of the testing verification process. The MRO may disclose such information to Human Resources, a US DOT agency or other federal safety agency, or physician responsible for determining the medical qualification of the employee under a US DOT agency regulation, only if:

- An applicable US DOT regulation permits or requires such disclosure; or,
- In the MRO's reasonable medical judgment, the information could result in the employee being determined to be medically unqualified under an applicable US DOT agency rule; or
- In the MRO's reasonable medical judgment, in a situation in which there is no US DOT rule establishing physical qualification standards applicable to the employee, the information indicated that continued performance by the employee of their safety-sensitive function could pose a significant safety risk.

The Town's contract with the provider/consortium requires that the contractor/medical facility 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 employee to the employee, the Town, or the decision maker in a lawsuit, grievance or other proceeding initiated by or on behalf of the employee and arising from a certified positive test.

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

7. Records. Human Resources shall keep the following:

- Records that the collection process conforms to federal law, for five years.
- Records that show employees who failed a drug test and the type of test failed, permanently in the employee's medical or drug/alcohol testing file.
- Records that demonstrate rehabilitation, if any, and include the following, for five years:
 - a. Type of test failed.
 - b. The prohibited drugs/alcohol used by the employee.
 - c. The disposition of the employee.
- Records that show employees who passed a test, permanently in their drug testing file.
- Records that show the number of employees tested and the type of test, will be kept for five years.
- Records of employee substance abuse, and employee assistance program education, permanently in their medical or drug/alcohol testing file.
- Supervisor substance abuse detection training, permanently in their personnel file.

- Employee substance abuse training, permanently in their personnel file.

An employee who is the subject of an alcohol or drug test shall have access to any records relating to their test, and any records relating to the results of any relevant laboratory certification, review, or revocation of certification proceedings, upon a written request to Human Resources using a reasonable timeframe.

8. Employee Assistance Program. The Employee Assistance Program (EAP) will provide the following assistance:

- Supervisory training on the specific physical, behavioral and performance indicators of probable substance abuse to include alcohol abuse; and drug use. Completion of the supervisory training is mandatory before any supervisor may refer an employee for reasonable cause/suspicion testing.
- Employee education on drug and alcohol abuse.
- Informational materials on substance abuse. These materials will be distributed at training and are available at other times from Human Resources.
- 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 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 or substance abuse professional involved must report to Human Resources any failure or refusal by the employee to adhere to their program of prescribed rehabilitation and treatment.

9. Return to work. Under normal circumstances, an employee that has a verified positive test will be returned to work on their regular job after completion of a rehabilitation program and all criteria listed in "Positive test consequences". However, the Town reserves the right, due to special circumstances, 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 supervision to be provided to the employee, the potential degree of hazard involved in the employee's performance of their duties, the degree of public contact which the employee has, the availability of work in other areas, and other like considerations.

If an employee has not adequately completed rehabilitation and/or is unable to return to regular duties, the Town may fill the employee's job. The employee whose job has been filled shall be considered dismissed.

Any employee returned to work under this section will be required to undergo mandatory unannounced follow-up testing during work hours at any time within the next five years after the employee's return to work. All followup testing will be observed in accordance with US DOT regulations. During this time period the employee shall be tested a minimum of six times. If the results of any such tests are verified positive by the MRO, the employee will be subject to immediate dismissal. If the employee refuses to participate in a follow-up test, the employee will be subject to immediate dismissal. Any employee returned to work under this section after completing rehabilitation that has a verified positive test for substance abuse at any time thereafter will also be subject to immediate dismissal.

10. 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 or regulation changes, 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.

Procedures for employee notification will consist of the following:

- Distribution of the policy/procedures to all employees; Educational meetings for all employees; Training sessions for supervisors.
- All management and supervisory employees 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 Human Resources.
- This policy is issued to all employees and will become part of the Personnel Plan and all Collective Bargaining Agreements.
- This policy applies to all employees and contractual employees.
- It is required that all employees carefully and thoroughly read, understand and adhere to this alcohol and substance abuse policy.

11. Definitions.

- **EAP** (Employee Assistance Program) shall mean a program offered to employees through their health insurance which assists employees with issues.
- **Employee** shall mean any person employed by the Town to include full-time, part-time, seasonal, temporary, contractual, or otherwise, but not including probationary employees, whether they are covered under the DOT or Non-DOT list.
- **DOT employee** shall mean any employee who is required to have or obtain a commercial drivers license (CDL) as a condition of employment.
- **Non-DOT employee** shall mean any employee who operates or may operate a Town owned vehicle or equipment but is not required to obtain a CDL as a condition of employment.
- **Town property** shall mean any structure, land, premise, equipment, vehicle, or anything else owned by, leased 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 of the medical facility where the tests are conducted and reported.
- **Work hours** shall mean within the normal daily hours of work, including overtime, callback time, meal breaks, and any other Town business contained within the hours of work.

- Safety sensitive function shall mean any work performed while on-duty. The following on-duty functions are illustrative only and are not all-inclusive.
 - Operating any motor vehicle, heavy equipment, light equipment, hand equipment, office equipment, etc.
 - Inspecting, servicing, maintaining, conditioning of any motor vehicle or equipment.
 - Manual labor work such as tree trimming, brush burning, loading supplies, raking, shoveling, running errands, cleaning, etc.
 - Office functions with office equipment of any type.
 - Time waiting to be directed to work duties.

ROCKY MOUNTAINS 25 mile radius

