

ORIGINAL

TOWN OF HOOKSETT, NH

AND

New England Police Benevolent Association, INC.
(NEPBA) LOCAL 46 OF NEW HAMPSHIRE

COLLECTIVE BARGAINING AGREEMENT

July 1, 2023 to June 30, 2026

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The Town of Hooksett, NH (hereinafter referred to as the “Town” and “Employer”) and NEPBA Local 46 of New Hampshire (hereinafter referred to as the “Union”) hereby agree as follows:

ARTICLE 1

RECOGNITION

1. The Town of Hooksett Police Department (hereinafter referred to as the “Employer”) and NEPBA Local 46 of New Hampshire (hereinafter referred to as the “Union”) hereby agree as follows.
2. 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 Patrol Officers, ~~Detectives~~ and Dispatchers, of the Town of Hooksett Police Department. Excluded from recognition or coverage under this Agreement are the Chief of Police, Captains, Lieutenants, Sergeants, ~~Chief~~ Dispatch Supervisor, Administrative Assistant, Prosecutor 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 Police Department. It is specifically agreed by the parties hereto that the terms of this agreement shall apply only to those of 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.
3. 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.
4. The Police Department shall continue the present practice of allowing the members of the bargaining unit to participate in the New Hampshire State Retirement System.

ARTICLE 2

MANAGEMENT CLAUSE

Except as specifically limited or abridged by the terms of the Agreement, the management of the Hooksett Police 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 Police Department, including, but not limited to: the exercise of all rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of the statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the selection, direction and number of personnel, the establishment of rules and regulations, the right to hire, supervise, discipline or discharge or lay-off employees, the right to decide classifications, the right to abolish or create positions, the right to determine the methods, processes and manner of the performing work and the general control of all the operations of the Hooksett Police 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 LOCKOUT 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 Police Department or the Town of Hooksett government 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. The Employer will not lock out any employees during the term of this Agreement.
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 to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article shall be subject to immediate discharge.

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 employees shall not be entitled to representation by the Union or covered by any of the terms of this Agreement. Absences from work due to sickness, injuries, or disciplinary matters will not be counted as part of the probationary period.

Said probationary period shall also cover promotions to a higher rank and transfer to a different job classification providing that there is no loss of rights under the collective bargaining agreement.

ARTICLE 5

DUES CHECK OFF

1. Upon an individually-written authorization card signed by the employee and approved by the Union, the Police Department agrees to deduct from each employee's wages, a sum for the Union dues to be collected on a weekly basis. The Union agrees to hold the Police Department and the Town harmless from any claim or liability arising out of its deduction of dues and payment to the Union under this Article.
2. The Employer agrees to deduct from each Employee's wages for the NEPBA, the amount authorized in writing by the employee, to be remitted on a monthly basis. No deductions prohibited by applicable law shall be made. The Dues along with a statement of which employees have paid dues shall be sent on a monthly basis to:

CARE OF TREASURER

New England Police Benevolent Association

7 Technology Drive, Suite 102

Chelmsford, MA. 01863

3. A D.R.I.V.E deduction from a unit member's payroll check will be allowed for each employee properly authorizing it as provided by law in an amount authorized by the employee. No deductions prohibited by law will be made.

ARTICLE 6

UNION RIGHTS

1. The Police Department agrees to recognize one (1) Shop Steward and one (1) Alternate Shop Steward to cover in the Shop Steward's absence. If a situation arises which threatens to disrupt the work place or work schedules, then the Chief of Police or his/her designee shall schedule meetings so as not to lessen the Department's coverage. If a settlement cannot be reached, the Steward shall report by telephone to the Union Business Agent. If the issue still cannot be resolved, the Steward shall reduce any resulting grievance to writing and submit it in accordance with the grievance procedure.
2. Time spent in grievance processing or investigating which is done by a Union Steward or member will be allowed 30 minutes during regular work schedule, with his/her supervisor's permission. Any time over that will be done either before or after working a regular shift or RDO and will not be compensated for.
3. Upon receipt of an external or internal complaint against a bargaining unit member, the Chief of Police or his/her designee will take reasonably prompt steps to investigate the complaint. The Chief of Police or his/her designee will inform the member of their decision on the complaint within seven (7) business days of the date of the decision. The decision occurs after section 5.6 of this article.
4. The employer will provide the Union Member with copies of all personnel orders as soon as practical. As used in this section, "Personnel Orders" shall be defined as all written notices of Disciplinary actions, transfer notices, promotion notices, termination notices, and any order which affects any member classified within the bargaining unit.
5. Patrol Officers are required to submit police reports and/or memos on any incident at the direction of the Chief of Police or his/her designee. Any employee who will be ordered to write a report or memo or who will be interviewed concerning any act which if proven could reasonably result in any type of discipline shall be afforded the following rights:
 - 5.1 The employee will be informed of the nature of the investigation and the allegations against them. The employee will be afforded the opportunity to consult with the representative of their choosing, prior to any interview or ordered written report/memo. The employee shall be afforded the right to have the representative of their choosing at any interview.
 - 5.2 All interviews shall take place at the employer's facilities unless mutually agreed upon to an alternate site. The employer shall make a

reasonable, good faith effort to conduct interviews during normal business hours and on the employee's regularly scheduled day of work.

5.3 Any reports, memos, statements, or answers to questions in interviews conducted for non-criminal matters are for internal purposes only.

5.4 The employee shall be entitled to reasonable intermissions during interviews to attend to personal necessities and/or consult with their representative.

5.5 All interviews shall be limited in scope to activities, circumstances, events, or conduct which pertain to the incident which is the subject of the investigation unless during the interview, a violation of policy(s) or criminal offense surfaces.

5.6 Interviews and investigations of employees will be completed without unreasonable delays. Any investigation which cannot be completed within thirty (30) days, the employer shall provide notification of the official status. The employee shall be advised upon the conclusion of the investigation and what, if any, action is to be taken on the incident.

6. Beginning one (1) year from an adverse personnel action concerning a member of the bargaining unit, which action resulted in remedial training, counseling or a verbal reprimand, will not be considered in assessing discipline for subsequent actions by the employee. Beginning three (3) years from any other adverse personnel actions except those involving demotion or suspension, will not be considered in assessing discipline action for subsequent actions by the employee.

ARTICLE 7

JOB POSTINGS

1. When a vacancy occurs as a result of the establishment of a new position, retirement or termination of a current employee, the Chief of Police or his/her designee shall post a notice for seven (7) days indicating the position, its pay grade, the qualifications required and the normal working hours for the position, all of which shall be subject to change at the discretion of the Chief of Police or his/her designee.
2. The job posting shall be left on the bulletin board for seven (7) days and all employees in the bargaining unit shall be eligible to sign up to indicate their interest in filling the position. Nothing in this posting procedure shall be deemed to limit the Department's right to seek applicants for the position from outside the Bargaining Unit or the Department.

ARTICLE 8

HOLIDAYS

1. Patrol Officers, and Dispatchers shall receive holiday pay for the number of hours worked or assigned in their normal workday (shift) for each of the following holidays:

- New Year's Day (January 1)
- President's Day
- Civil Rights Day
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Columbus Day
- Veterans Day (November 11)
- Thanksgiving
- Day After Thanksgiving
- Christmas (December 25)

In addition to the above, the Department will recognize one (1) floating holiday each fiscal year. Said floating holiday is to be granted in accordance with the employee's preference and the needs of the Department. Request for the use of the floating holiday can be made at any time by Patrol Officers, and Dispatchers. The above-listed holidays (other than the floating holiday) will be observed on the date specified in RSA 288:1 (specifically excluding the provisions of RSA 288:2) recognizing that Civil Rights Day is referred to therein as "Martin Luther King, Jr. Civil Rights Day" and President's Day is referred to therein as "Washington's Birthday".

2. An employee shall be eligible to receive holiday pay provided the employee works or has been approved for an excused absence the scheduled day preceding and the scheduled day following the holiday. An "excused absence" shall be defined as vacation leave, pre-scheduled sick leave, personal leave, workers' compensation leave, military leave or compensatory leave, provided that any leave taken by the employee is authorized in accordance with the General Orders or Standard Operating Procedures of the Department or with this Agreement.

3. If a Bargaining Unit member is scheduled to work on a holiday with the exception of the floating holiday, in addition to the member's holiday pay, the member will be paid time and one-half (1.5) the member's regular rate of pay for the hours worked on the day designated as the holiday by the Department. In the event that a Bargaining Unit member is required to perform unscheduled work on a holiday with the exception of a floating holiday, in addition to the member's holiday pay, the member shall be paid two (2) times the member's regular rate of pay for the hours worked on the day designated as the holiday by the Department.
4. Holiday pay will be paid in two checks. The dates of payment will be the second pay period of July and the first pay period in December. Holidays shall be calculated on a calendar year basis without regard to the fiscal year of the Town. The payment due during the first pay period in December shall only relate to holidays falling within that calendar year and an employee is only eligible for payment if he/she was employed by the Hooksett Police Department on the day the holiday fell. Should an employee terminate employment in any year between the first pay period in December and Christmas Day, the holiday pay for Christmas Day shall be deducted from his/her final paycheck.

ARTICLE 9

VACATIONS

1. Employees covered by this Agreement shall be entitled to paid vacations as follows:

<u>Years Completed</u>	<u>Days/Hours Earned</u>
1 year to 4 years	11 days total
5 years to 9 years	Additional five (5) days total
10 years to 14 years	Additional five (5) days total
15 years and over	25 total days

Days shall be defined as 8.5 hours for all members.

1. a. Vacation time frame: A vacation is not only the time being taken; any regular scheduled days off are also part of the vacation time frame. Members whose regular scheduled days off fall before, during, or after shall be considered part of the member's vacation leave 'without using leave hours/days to cover the shifts'. If there is a request for a member to work on a vacation regular scheduled day; the member may work the shift or has the right of refusal and not work the shift since the shift falls within the member's vacation time frame.
2. Vacations must be requested in increments of at least fifty percent (50%) of the employee's initial vacation allowance of eighty-eight (88) hours. This applies to all employees covered by this agreement each year between January 1st and February 28th. Requests for vacations in excess of the above maximums may be granted upon the approval of the Chief of Police or his/her designee. Two (2) patrol officers, one (1) Patrol Officer assigned to the Detective Division, and one (1) dispatcher may take vacation at any one time at the discretion of the Chief of Police or his/her designee. A third Patrol Officer may be allowed at the discretion of the Chief of Police or his/her designee. Said vacation requests shall be approved on a seniority basis, and once approved shall not be subject to change by the employee, unless an exception is granted by the Chief of Police or his/her designee for extenuating circumstances. In the event vacation days requested and approved in accordance with the above, occur on a scheduled day off, said vacation days shall be available to be rescheduled in accordance with the provisions of this Article. Any remaining vacation days may be taken by the employee in increments of at least one (1) shift provided that alternate coverage is secured in advance by the requesting employee so that the Department does not expend any additional administrative time or incur any additional cost or expense

in covering the shift. The Chief of Police or his/her designee must give prior approval for all vacations and the Chief of Police or his/her designee shall determine the time and order in which vacations may be taken. If an employee requests vacation days in accordance with the aforementioned notice requirements and does not receive a reply from the Department within the notice period, the vacation request will be considered granted. Vacations shall not interrupt or interfere with the normal operations of the Hooksett Police Department and the Chief of Police or his/her designee shall have the right to change the vacation schedule so as to prevent any such interruption or interference. Vacations do not accrue from year to year.

3. Members who submit an initial vacation request will be considered to have a pre-approved vacation: up to 50% of an employee's yearly entitled vacation can be submitted for that year; this vacation request shall be submitted between January 3rd and February 28th. This vacation is considered approved, and is approved based on seniority. Employee will post and find leave coverage for any vacation time requested; if no coverage is secured, the Department will ensure proper shift coverage.
4. In the event that an employee's scheduled vacation is canceled by the Chief of Police or his/her designee, for the good of the Department, the employee may request to have the canceled portion of the vacation be carried over to the next fiscal year or to be paid for the canceled portion. The final determination of how canceled vacation will be treated will be made by the Chief of Police or his / her designee based on the needs of the Department.
5. 42.5 hours of vacation time may be carried over as of the employee's anniversary date of Town of Hooksett NH employment.
6. No vacation accruals will be earned when a member is out on short/long-term disability or waiting for a decision from the short/long-term disability provider.

If the member is not being paid by the Town for more than 15 days in a month no vacation accruals will be earned for that month.

Annual vacation accruals will be prorated while out on short/long-term disability. Prorated time will be rounded to the nearest half day.

ARTICLE 10
BEREAVEMENT LEAVE

1. Bereavement leave of up to four (4) days will be granted at the discretion of the Chief of Police or his/her designee in the case of a death of a family member as listed below:
 - a. wife or husband.
 - b. child, adopted child, grandchild, or when a person has acted in loco parentis.
 - c. mother or father of employee
 - d. mother in-law or father in-law of employee.
 - e. sister or brother of employee or spouse.
 - f. Grandparents of employee or spouse.
 - g. Civil union as defined by State Statute.
 - h. aunts and uncles of employee
2. In the case of a traumatic sudden loss, up to an additional four (4) days may be granted at the discretion of the Chief of Police or his/her designee.

ARTICLE 11

SICK LEAVE

1. Each Member of the bargaining unit is entitled to earn sick time after ninety (90) days of employment. All full-time employees shall accrue sick leave at the rate of eight and a half (8.5) hours per month starting on the 1st month after the ninety (90) day waiting period. Unused sick days shall accumulate from year to year, subject to the provisions of paragraph 5 below.

Starting July 2023, all members will receive monthly sick accruals on the 1st of each month and will no longer receive their sick accruals on their anniversary date during the month.

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

If the member is not being paid by the Town for more than 15 days in a month no sick accruals will be earned.

2. Sick leave may be used only as follows: to cover absences resulting from bona fide sickness or injury not covered by Workers' Compensation or Disability Insurance; to cover Doctor's appointments; absences resulting from exposure to contagious disease; or to cover absences resulting from a necessity to attend to ailing members of any employee's immediate house hold, when approved by the Chief of Police or his/her designee.
3. In order to receive pay for sick days, an employee must notify the Chief of Police or his/her designee no later than one (1) hour before the normal start of the employee's workday. The Chief of Police or his/ her designee reserves the right to establish policy requiring a doctor's statement for any sick days taken.
4. Chronic cases of absenteeism and/or suspected abuse shall be reviewed by the Chief of Police or his / her designee and the determination will be made by regarding continued rate of pay and/or continued employment. The Chief of Police or his / her designee 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 days may be accrued up to two hundred forty (240) hours total at which time any additional days that any employee would be eligible for shall be reimbursed at half pay at the end of the fiscal year or upon the employee's retirement, death or termination without cause. The employee should request reimbursement through the Chief of Police or his/her designee. This reimbursement applies to only those days beyond the two hundred forty (240) hours limit.
6. Sick Time Donations: Members covered by this agreement may voluntarily donate accumulated sick time for the benefit of another employee who is unable

to work due to an illness or injury and has exhausted all previously earned paid leave.

- a. In order to donate and/or receive sick time under this article, the donating and recipient employees must submit a written statement to the Chief of Police or his/her designee requesting authorization of the transfer of the sick time, as well as the date(s) that all other forms of leave have been exhausted and use of the donated sick time would begin. Such written statement will be signed by all donating and recipient employees, except that the Chief of Police and his/her designee may waive the signature requirement of any involved party in the event that the employee is incapacitated.
- b. Donations of sick time shall be deducted from an employee's accumulated sick time account on an hourly basis and transferred to the recipient's sick time account on an hourly basis and must be in one (1) day increments. The monetary value of any and all donated hours will be at the rate of the recipient's regular pay rate. For example, if Employee A is at a higher pay scale and donates 1 day of sick time to Employee B, who is at a lower pay scale, Employee B shall receive 1 day of sick time to be paid at Employee B's regular rate of pay. Inversely, if the same Employee B donates 1 day of sick time to the same Employee A, Employee A shall receive 1 day of sick time at Employee A's regular rate of pay.
- c. Dispatchers may donate sick time to Patrol Officers, and Patrol Officers may donate sick time to Dispatchers.
- d. All donating employees must maintain a minimum of 85 hours of their own accrued sick time after the donation is complete.

ARTICLE 12

MILITARY LEAVE

1. Any full-time employee who is drafted or recalled to active military duty with the Armed Forces of the United States will be granted military leave. During military leave the employee will receive their rate of pay less the amount of compensation received from the military. Upon return from military leave the rate of pay and other benefits will be the same as if the employee had worked continuously with the Town in the job held when military leave was granted. While on military leave all benefits including insurances and leave accruals will continue for a maximum of 24 months in accordance with USERRA. Part-time employees who are drafted or recalled to active military duty will be granted unpaid military leave.
2. When a full-time employee who is a member of one of the reserve components of the Armed Forces is required to meet their annual two week obligation, the employee will be granted military leave. During military leave the employee will receive their rate of pay less the amount of compensation received from the military. While on military leave all benefits including insurances and leave accruals will continue for a maximum of 24 months in accordance with USERRA. When a part-time employee is required to meet this two week obligation, the employee will be granted unpaid military leave.
3. Notice of leave request. Any employee needing time away from work for service or training in the military must make their Department Head aware of the need for leave as soon as written or verbal orders from the military are received. Such notice will be in writing providing all pertinent information such as the first day on leave and the anticipated return to work date. If requested by the Department Head, the employee will provide proof of the need for military leave.
4. Reinstatement to work. As soon as the employee has a return to work date, they must notify their Department Head in writing. The Town will reinstate the employee promptly. Eligibility for reinstatement will be determined with reference to USERRA regulations. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request and/or the total time spend in service.
5. Disabled service members. If a returning employee was disabled or a disability was aggravated during uniformed service, the Town will make reasonable accommodations and efforts to help the employee perform the duties of their reemployment position.

ARTICLE 13

LEAVE OF ABSENCE

1. Written leaves of absence without pay may be granted by the Town Administrator or his/her designee for a period not to exceed ninety (90) 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 shall be paid by the employee when the employee is on 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 or his/her designee for a period not to exceed twelve (12) work weeks in any twelve (12) month period. Medical leaves of absence shall only be granted to full-time regular employees for purpose 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 Town Administrator or his/her designee advised as to the medical recovery process. To be eligible for leave without pay for medical reasons, the medical condition of the employee or the family member 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 Department in accordance with the established level of the contribution during periods when the employee is on medical leave without pay.
4. 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 immediate disciplinary action up to and including dismissal.
5. Upon the approval of the Town Administrator or his/her designee, an employee may receive an extension of the medical leave of absence without pay for a period of twelve (12) work weeks provided notice is given at least ten (10) 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 the employee's expense.
6. No sick or vacation accruals will be earned when a member is out on short/long-term disability or waiting for a decision from the short/long-term disability provider.

If the member is not being paid by the Town for more than 15 days in a month no sick or vacation accruals will be earned for that month.

Annual vacation accruals will be prorated while out on short/long-term disability. Prorated time will be rounded to the nearest half day.

ARTICLE 14

WORKERS' COMPENSATION

1. Absence of an employee for causes occurring while engaged in working for the Town and covered by Workers' Compensation as specified by the laws of the State of New Hampshire shall be treated as follows:
 - a. The employee shall receive the Town's insurer workers' compensation in a dollar amount and for a period of time as specified by State Law.
 - b. In order that the employee's income will not be interrupted by delay receipt of worker's compensation, the Town will continue the employee's regular weekly pay, computed as if the employee was present for duty and working on all normal working days up to the maximum of twenty (20) days. For this procedure to be followed, the employee must agree, in writing, that upon receipt of the employee's workers' compensation, the employee will pay back to the Town the amount received in such compensation for the period in which the Town continues the employee's regular pay.
 - c. The sum paid by workers' compensation shall be supplemented so that the employee's net weekly wage shall be paid up to a maximum of fifteen (15) weeks. In no case shall the combination of workers' compensation payments and the differential paid by the Town equal more than one hundred percent (100%) of the employee's regular net pay.
2. Employees absent from work as a result of a bona fide workers' compensation injury are eligible for reinstatement to the employee's former position within eighteen (18) months of the date of injury, provided that:
 - a. The employee requests reinstatement;
 - b. The employee is capable of performing the duties of the position, as determined by the attending physician; and
 - c. The position exists and is available.
3. The Town shall provide Alternate work opportunities (light duty) as determined by the Chief of Police or his/her designee, said opportunities being consistent with the employee's limitations, as certified by the attending physician, and the appropriate provisions of RSA 281-A:64.
4. Sick and vacation leave will accrue while on workers' compensation.

ARTICLE 15

MISCELLANEOUS PROVISIONS

1. Mileage. Employees required or requested to use their personal vehicles in the course of their duty for Police Department business shall be reimbursed at the rate then applicable as published by the Internal Revenue Service. Such reimbursement shall be in accordance with rules on the use of personal vehicles for Police Department business established by the Chief of Police or his/her designee. Mileage will be paid from the Hooksett Safety Complex to the point of assignment and back to the station. If an employee decides to travel to and from the point of assignment from a location other than the station, the mileage reimbursement shall be adjusted to reflect actual mileage not to exceed the round trip mileage between the station and the destination.

2. Maintenance. Members shall not be responsible for maintenance of the Town buildings, grounds, and equipment. This shall exclude issued equipment, including but not limited to, guns, web gear, clothing, and pre-operation, during operation, and post-operation vehicle checks.

3. Educational Expenses. The following education reimbursement policy will apply to members of the Bargaining Unit after one (1) year of service. The Department agrees to provide reimbursement for the cost of courses in accordance with the following:

- a. Course requests must be submitted to the Chief of Police or his/her designee by September 1st of the preceding year and must be approved by the Chief of Police or his/her designee.
- b. Courses are related to the employee's job or are part of an approved career development program.
- c. Not more than one thousand five hundred dollars (\$1,500) will be paid for any employee in any fiscal year for course reimbursement with satisfactory proof of payment and attainment.

If a course is paid for in whole or in part through Federal or State programs, then the Department will not reimburse for such course, it being the intent of this Section to eliminate double payment for any course.

Education expenses shall include: tuition, registration, books, supplies, and course material.

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

4. Physical Fitness Incentive. Sworn members may voluntarily participate in the physical fitness incentive program. Members who successfully pass the 1 ½ mile

run, push-ups and sit-ups performed at the 35th percentile, normed for age and gender as noted in Appendix B, will be eligible for a \$200 award. Members who successfully pass at the 50th percentile will be eligible for a \$400 award. Awards will only be granted to eligible members once per fiscal year and are subject to employment taxes. Conditions are as follows:

- a. Members shall furnish a medical clearance report signed by a physician, physician assistant, or advanced practice registered nurse documenting that the officer is physically capable of participating in the test.
- b. Tests will be administered by a Hooksett Police Department certified physical fitness test administrator as defined by the New Hampshire Police Standards and Training Council.
- c. Tests will be taken “off-duty”. Overtime pay, or additional compensation will not be allowed for members participating in the test. Certified Administrators may administer the test while “on-duty”, with permission from their supervisor.
- d. For incentive reasons, members are only allowed to attempt the successful completion of the test twice, during the months of September, October, November and December. Unlimited attempts will not be permitted.

ARTICLE 16
UNIFORM & CLOTHING ALLOWANCE

1. All regular full-time Patrol Officers shall receive uniform allowance each contract year on the first payday in December as follows: \$850.00. Dispatchers shall receive a uniform allowance each contract year on the first payday in December as follows: \$450.00. Uniform allowances shall be for purposes of purchasing and maintaining required uniforms. Probationary employees shall receive a pro-rated uniform allowance. In order to secure tax deductibility for the allowance provided for under this Article, the employee shall be required to comply with the Internal Revenue Service regulations which mandate the submission of a receipt as a condition precedent to taking a lawful tax deduction. Such receipt shall be submitted to the Town on or before December 31 of each year or this stipend shall be considered to be ordinary income to the recipient.
 - a. A uniform allowance will not be due or prorated any Patrol Officer or Dispatcher leaving employment for any reason.
2. All uniformed personnel shall be responsible for wearing the uniform as specified in Department regulations and shall be required to keep uniforms clean and in good repair. Uniform items that are damaged, destroyed, are made unserviceable, or are not presentable will not be replaced by the Police Department if in the opinion of the Chief of Police or his/her designee the damage resulted from the carelessness, negligence or improper use by the employee.

ARTICLE 17

SENIORITY

Seniority shall be measured from the late date of hire of an employee. Seniority shall terminate upon the occurrence of one of the following events:

- Retirement;
- Discharge;
- Resignation;
- Layoff for one (1) year
- Absence due to illness or accident in excess of twelve (12) months; or
- Failure to return from layoff within fourteen (14) calendar days of notification that a permanent full-time job is available.

This definition of seniority and parts thereof shall have force and effect only with respect to provisions of this Agreement specifically requiring the Department to make personnel decisions in whole or in part on the basis of seniority.

Full-time officers have first right of refusal of overtime and details.

Senior member has first right of refusal of unscheduled and scheduled overtime.

ARTICLE 18

DISCIPLINE AND DISCHARGE

The Police Department agrees that it shall only discipline or discharge members of the Bargaining Unit 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 Police Chief; provided, however, that the term “discharge” shall not include termination of employment directly caused by Departmental reduction or restructuring.

ARTICLE 19

DRUG AND ALCOHOL POLICY

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. Possession shall not apply to alcohol or controlled substances confiscated for law enforcement purposes and handled in accordance with the Police Department's standard operating procedures. 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.

Drug testing will be completed by urinalysis and alcohol testing will be completed through breath analysis or any other method used by the collection site facility in accordance with approved U.S. DOT protocol.

In addition to the existing DOT drug testing panel (that includes marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates), you will **also** be tested for four semi-synthetic opioids (i.e., hydrocodone, oxycodone, hydromorphone, oxymorphone). Some common names for these semi-synthetic opioids include OxyContin, Percodan, Percocet, Vicodin, Lortab, Norco, Dilaudid, Exalgo.

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".

If you test positive for any of the semi-synthetic opioid drugs, then as with any other drug test result that is confirmed by the laboratory, the Medical Review Officer (MRO) will conduct an interview with you to determine if there is a legitimate medical explanation for the result. If you have a valid prescription, you should provide it to the MRO, who will determine if the prescription is valid. If a legitimate medical explanation is established, the MRO will report the result to your employer as a "negative" OR possibly "negative with a safety warning". If not, the MRO will report the result to your employer as 'positive'.

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 safety-sensitive positions and positions requiring a CDL A/B 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. When an employee is involved in an accident, it does not necessarily mean that the employee is at fault. For purposes of drug and/or alcohol testing, there is an element of materiality to whether an incident is an accident. Scraping a hubcap or purely cosmetic damage (scrapes, minor dents, flat tires) would generally be excluded from the definition of an accident. Incidents in the public right-of way (plowing involving mailboxes, irrigation systems and other items) would generally be excluded from the definition of an accident. But if there is material damage to persons or property, then it would generally be considered an accident, whether or not the employee is ultimately determined to be at fault.

After an accident (as defined above) an employee may be subject to testing and/or disciplinary action based on reasonable cause. The waiver of a post accident drug and/or alcohol testing is at the approval of the Town Administrator or designee based on case-by-case extenuating circumstances (hazardous weather conditions and other situations whereby the Town's consortium cannot provide the testing service on-site or the Town employee cannot be driven to the consortium or occupational testing facility).

See Federal Motor Carrier Safety Administration site: <https://www.fmcsa.dot.gov/regulations> for current regulations regarding DOT CDL (commercial motor vehicle) drivers.

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 quarterly basis at threshold levels prescribed by the Town. Each employee in the pools will be assigned an identification number. The random pools consist of safety sensitive positions and positions requiring a CDL A/B. 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 25 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.

ARTICLE 20
EMPLOYEE INDEMNIFICATION

1. The Police Department shall defend members of the Bargaining Unit against any claims made against them arising out of an act or omission by the employee while acting in good faith within the scope of the employee's employment. The Police Department shall indemnify members of the Bargaining Unit for any judgments entered against them arising out of any act or omission by the employee acting in good faith within the scope of the employee's employment, to the extent that the claim is within the scope of coverage of an insurance policy maintained by the Police Department
2. The obligation of the Police Department to indemnify shall not:
 - a. extend to acts of alleged criminal conduct by members of the Bargaining Unit; or
 - b. preclude discipline or discharge of the members of the Bargaining Unit for the conduct which gave rise to the claim.

ARTICLE 21

HOURS OF WORK AND OVERTIME

1. The hours of work for Police Department personnel shall be governed by Department policy pertaining to shift coverage and assignments, and the Standard Operating Procedures of the Department. Deviations from the schedule may be made at any time by the Department upon ten (10) work days' notice to the affected employees of the Bargaining Unit, or without notice in emergency conditions as determined by the Department.

Deviations may be made from the schedule with less than ten (10) days' notice if mutually agreed upon by the Department and affected member.

2. Based on the current work schedule, which is subject to change, as determined by the Department in accordance with Section 1 of this Article, all bargaining unit members will receive 40 hours of straight pay during the weekly period which runs Monday through Sunday. An employee will be eligible for overtime after forty (40) paid hours in a given pay period or after eight and one half (8.5) hours on any given single day. Hours paid but not worked, with the exception of sick leave, shall be considered hours worked for the purpose of the computation of overtime.
3. At the employee's option and upon approval of the Chief of Police or his/her designee, an employee may be compensated by compensatory time (comp time) at one and one-half times each overtime hour worked accumulative to a maximum of forty-two and one-half (42.5) comp time hours. Comp time may be taken in accordance with the employee's preference and the needs of the Department.
4. Shift Bidding: The bidding process will apply to all Patrol Officers assigned to patrol duties, detectives and dispatchers.

Shift assignments are to be made biannually based upon seniority; however, changes in shift assignments may be made for the following reasons:

- a) Demonstrable and reasonable needs of the department as determined by the Chief of Police or his/her designee.

If a change is made based upon the above, the least senior member or members of the division would be relocated to fill the open shift(s).

In the event the department, at its sole discretion, shall either place an employee on a specific shift or limit the employee's shift choices for remedial or temporary training purposes, that employee's selection will be affected as will the ability of any other employee to bid for the position selected for that employee. The Department's decision with respect to shift placement for remedial purposes shall not be subject to the grievance procedure for shift by seniority bidding during the employee's placement on that remedial cycle. The Department may order such remedial placement in successive cycle rotations.

All work shifts will be picked by the members in order of their seniority, beginning with the senior patrolman based upon continuous time in grade with the Hooksett Police Department. The members will have picked their new shift preference and submitted it to the Patrol Lieutenant or Dispatch Supervisor at least 30 days prior to the new schedule. Members will submit two choices to the Patrol Lieutenant, or Dispatch Supervisor. Those not having submitted a choice 30 days prior to the start of the new schedule will lose their place in rank for that schedule and will be placed in the schedule at the preference of the department for that 12 week rotation. They will retain their seniority and be able to have their pick for the following rotations provided that they have met the 30- day time limit for the next schedule and are the senior member bidding for that rotation.

Members shall be allowed to work two rotations on a shift before having to switch to a different shift.

Except in emergency situations schedules cannot run longer than 3 months at a time so that all members may get an opportunity to work various shifts.

Detective Division Rotation Exception: Duration of rotation shall be determined by mutual agreement between the Chief of Police or his/her designee and the Patrol Officers assigned to the Detective's division. If rotation is under twelve (12) weeks, members will be allowed to work no more than three (3) rotations before having to switch to a different shift.

5. All Dispatchers shall work eight and one half (8.5) hours per day for four (4) consecutive days on followed by two (2) consecutive days off.
6. Differential Pay: Patrol and Dispatch members assigned to the evening/midnight split shift and midnight shift will earn an additional \$1.00 per hour. The differential pay will not apply to shift swaps or if on overtime and will only apply to the members assigned to the evening/midnight split shift and midnight shift.

ARTICLE 22

CALLBACK

1. 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 must report back to work. Compensation will be paid for a minimum of four (4) hours for call-backs for law enforcement purposes including emergencies and other reasons as determined by the Chief of Police or his/her designee. Employees requested to report for their shift early or to stay on at the end of a shift will be paid only for the time actually worked. Scheduled call-backs for court appearances, depositions and hearings will be paid for a minimum of four (4) hours. Court appearances, depositions and hearings outside of the Town of Hooksett will be paid for a minimum of five (5) hours. All witness fees shall be assigned to the Department.

1a. If a Dispatcher is called off-duty to discuss a work related, non-priority situation that could wait until next duty shift, the member will receive one (1) hour straight time pay for the call. This will not include OT coverage or changes in court schedules.

2. Private Service Details. Employees shall be given the opportunity for extra duty in accordance with the current Department Policy on Extra Duty. Employees who work an extra duty assignment shall be compensated for each hour worked on the private service detail as follows:

The Detail Rate will be:

\$55.00 for all members

It is understood and agreed that:

- a. the Department's needs for manpower and proper shift coverage supersede and preempt any private service details;
- b. employees who are out sick or on medical leave shall not be entitled to take a private detail;
- c. that the opportunity for private service detail work is limited by the amount of funds allocated by the Town to cover the Department's private service detail line item in the annual budget;
- d. if the detail rate charged by the Chief of Police or his/her designee changes, the Department would, upon request, reopen bargaining to discuss the sole issue of an adjustment to the detail rate; and
- e. the Chief of Police or his/her designee shall determine in his/her absolute discretion whether a special detail is appropriate work for the department, and his/her determination is not subject to the grievance procedure.

Once a Patrol Officer elects a special detail, the Patrol Officer shall not fail to appear for his/her special detail, absent medically-documented incapacity or personal emergency approved by the Chief of Police or his/her designee. Should he/she fail to appear, no further details will be assigned to that Patrol Officer for that Patrol Officer's next three (3) details for which that officer is eligible, that Patrol Officer's next six (6) details for which eligible in the event of a second failure to appear, and that Patrol Officer's next nine (9) scheduled details for which eligible in the event of a third failure to appear. An officer may not work a special detail which exceeds four (4) hours immediately prior to his/her shift, but may work a special detail immediately following his/her shift provided his/her next shift does not begin within eight (8) hours of the end of the detail. No detail will be scheduled within twenty-four (24) hours of receipt of the request for it, except in the event of emergency, which must be approved by the Chief of Police or his/her designee. At the discretion of the Chief of Police or his/her designee, the twenty-four (24) hour time frame can be waived.

Patrol Officers assigned to the Detective Division shall be allowed to flex their hours of work in order to work a special detail with the approval of the Chief of Police or his/her designee, providing the following conditions are met:

- a. all eligible full-time Patrol Officers and members who are eligible for the detail have declined.
 - b. Patrol Officers understand their duties and responsibilities when assigned to the Detective Division and that assignment shall supersede detail(s).
 - c. The decision of the Chief of Police or his/her designee is final and his/her determination is not subject to the grievance procedure.
3. Cancellations. When there is a cancellation of a scheduled court case or private service detail, the assigned officer(s) shall be notified as soon as practicable. Off duty officers who are cancelled at least one (1) hour prior to their scheduled start time shall not be compensated. Officers already on duty in another capacity, who are cancelled at any time prior to their scheduled start time, shall not be compensated. Notice of cancellation to an off-duty officer shall be made to the officer's primary telephone number as recorded in the department personnel roster. An attempt to contact the off-duty officer at their primary telephone number shall be deemed sufficient notification by the agency. The employee making the notification shall record the time and manner of cancellation.

ARTICLE 23

WAGES

- Effective on the first Monday in July 2023 all Patrol Officers and Dispatchers will move to the next step and be paid the rate under the effective date of 7/3/2023 on APPENDIX A - PATROL OFFICER/DISPATCH PAY SCALE Effective 7/1/2023-6/30/2026. Members off the pay scale will receive a 2.2% increase.
 - Effective on the first Monday in July 2024 all Patrol Officers and Dispatchers will move to the next step and be paid the rate under the effective date of 7/1/2024 on APPENDIX A - PATROL OFFICER/DISPATCH PAY SCALE Effective 7/1/2023-6/30/2026. Members off the pay scale will receive a 2.2% increase.
 - Effective on the first Monday in July 2025 all Patrol Officers and Dispatchers will move to the next step and be paid the rate under the effective date of 7/7/2025 on APPENDIX A - PATROL OFFICER/DISPATCH PAY SCALE Effective 7/1/2023-6/30/2026. Member off the pay scale will receive a 2.2% increase.
1. Grade increases may be withheld based upon documented performance deficiencies or misconduct as determined by the Chief of Police or his/her designee.
 2. Service Out of Rank. After twenty (20) working days, the Chief of Police or hi/her designee shall, in his/her sole discretion not subject to further review, decide whether to retain the individuals in the higher-rated classification. If so retained, the individual would thereafter receive an additional fifty cents (\$.50)/hour compensation.
 3. Longevity Patrol Officers. A Stipend/Bonus of \$3,000 will be payable to each individual at the end of their anniversary date with Hooksett employment in years 6, 9, 12, 15, 18, 21, 24, 27 & 30.
 4. Longevity Dispatchers. A Stipend/Bonus of \$2,750 will be payable to each individual at the end of their anniversary date with Hooksett employment in years 6, 9, 12, 15, 18, 21, 24, 27 & 30.
 5. K-9 Handlers. Patrol Officers assigned to the K-9 Division as K-9 handlers shall be responsible for bathing, brushing, exercising, feeding, grooming, cleaning (kennel and cruiser), administering medication, vet transportation, training and picking up/delivering food and supplies (Department is responsible for payment) for the dog. It is expressly understood and agreed that the Patrol Officer assigned to the K-9 Division as K-9 handler shall not work with, or care for, the dog to a greater degree, or for more time, than is provided for herein, without securing the Department's written authorization in advance, emergencies excepted.

The Patrol Officer assigned to the K-9 Division as K-9 handler shall perform such duties as are necessary to properly care for the dog. The handler shall be granted forty five (45) minutes of on-duty time at the end of his/her shift to perform

his/her K-9 responsibilities unless otherwise ordered to fulfill a departmental need by the Chief of Police or his/her designee. When the handler is off-duty, he/she shall be paid one and one half (1.5) hours per day's pay at the handler's overtime rate of pay for the same, provided the handler actually performs the duties required for the dog's care. In the event that the handler is on leave (i.e. vacation, sick FMLA, etc.) and remains responsible for the dog, those hours paid for the leave time off-duty maintenance of the dog shall not be included with, or added to, any other hours for compensation purposes. In the event that the dog is placed in a kennel during the handler's leave time, the handler shall not be entitled to the off duty pay provided for herein. Conversely, if the handler performs his/her K-9 duties during his/her leave time, he/she shall receive off-duty compensation as set forth above. In the event that K-9 service is required during the off-duty hours of the handler, the handler shall be paid a four (4) hour minimum call back. All work required or related to the K-9 call back, including but not limited to, preparations of written reports and the like, shall be completed by the handler before going off duty from the call back.

6. Field Training Officer or Dispatcher (FTO). Patrol Officers and Dispatchers shall be entitled to receive additional compensation when assigned by the Chief of Police or his/her designee and are actively working in the capacity of a Certified Field Training Officer or Dispatch Trainer. Members assigned to work in this capacity will receive two (2) hours additional straight pay per shift (8.5-hour shifts) that they are assigned to train a new Police Officer or Dispatcher. If the member works in this capacity for half a shift then he/she will receive one (1) additional hour of straight pay. Under no circumstances shall the member receive more than two (2) hours of straight pay for any shift that goes beyond eight and one-half (8.5) hours.

ARTICLE 24

INSURANCE

1. The Town will provide to members of the Bargaining Unit Health, short-term & long-term disability, and Life Insurance on the same terms and conditions (level of benefits, deductibles) as provided to other employees of the Town. The Town reserves the right to modify such insurance plans from time to time during the term of this Agreement, provided the Union is given thirty (30) days written notice of modification and provided further that members of the Bargaining Unit are treated as same as other Town employees.
2. In the event that the Town is considering a change in Health, short-term & Long-Term Disability, or Life Insurance that would include a decrease in benefits or an increase in employee premium contribution, the Chief of Police or his/her designee agrees to meet with members of Bargaining Unit to discuss such change and to consider any proposal(s) on the subject submitted by members of the Bargaining Unit.
3. All members will pay twenty percent (20%) through payroll deduction of the health insurance premium, when the plan they selected has a non-union employee premium contribution.
 - a. If the union employee selects a health plan that has no non-union employee premium contribution, the Town will pay 100% of the premium.
 - b. Police union employee health insurance opt-out (Health insurance stipend agreement) terms will be the same as non-union employees.
4. No sick accruals will be earned when a member is out on short/long-term disability or waiting for a decision from the short/long-term disability provider.

ARTICLE 25

GRIEVANCE PROCEDURE

1. For the purpose of this contract, a grievance is defined as written dispute, claim, or complaint which is filed and signed by an employee in the Bargaining Unit who alleges an actual instance of a grievance 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 Articles 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. Whenever an employee in the Bargaining Unit has a grievance as defined in Section 1 above, the following procedure shall be utilized or such grievance shall be deemed waived.
 - a. Step 1. The employee involved shall file the grievance in writing as specified above with the employee's immediate supervisor and the Union within ten (10) business days from the date of the event which gives rise to the alleged grievance.
 - b. Step 2. If the grievant is not satisfied with the disposition of the grievance by his/her immediate supervisor, or if no decision has been reached within ten (10) business days after filing with the immediate supervisor, the grievant, together with the Union, may file the grievance with the Chief of Police or his/her designee within ten (10) business days.
 - c. Step 3. If the grievant is not satisfied with the disposition of the grievance by the Chief of Police or his/her designee, or if no decision has been reached within ten (10) business days after filing with the Chief of Police or his/her designee, the grievant, together with the Union may file the grievance with the Town Administrator within ten (10) business days.
 - d. Step 4. If the grievant is not satisfied with the disposition of the grievance by the Town Administrator, or if no decision has been reached within ten (10) business days after filing with the Town Administrator the grievant, together with the Union may file the grievance with the Town Council within ten (10) business days.
 - e. Step 5. If the grievant or Union is not satisfied with the disposition of the grievance by the Town Council or if no decision has been rendered within ten (10) business days after the meeting at which the Town Council originally considered said grievance, the Union may submit in writing a request to the American Arbitration Association to appoint an arbitrator to resolve said grievance in accordance with the rules and regulations of the American Arbitration Association within fifteen (15) business days after the meeting at which the Town Council originally considered such

grievance. If the Union fails to submit such written request for the appointment of an arbitrator to the American Arbitration Association within said fifteen (15) business days, the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

- i. The arbitrator shall not have the power to add to, ignore or modify any of the terms of conditions of this Agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance; that is, 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.
 - ii. The decision of the arbitrator shall be advisory only.
 - iii. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them.
3. Prior to proceeding to arbitration and within fifteen (15) business days after the meeting at which the Town Council originally considered such grievance as specified in Section 2e Step 5 above, the parties may mutually agree to grievance mediation. The mediator shall be appointed by the parties. Grievance mediation shall be an optional dispute resolution procedure intended to preclude the need for arbitration. If no resolution is achieved as a result of grievance mediation, the Union may proceed to arbitration under Section 2e step 5 above, within ten (10) business days of the close of the grievance mediation session. The parties agree to share equally in the compensation and expense of the mediator.
4. Any time limits set forth in the preceding grievance procedure may be extended by mutual agreement of the parties.
5. Excluded from this grievance procedure are grievances which question the exercise of rights as set forth in Article 2 of this Agreement, entitled Management Clause, or which question the use or application of any right over which the Employer or its designated agents have discretion.
6. Nothing contained 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 Police Department and having the grievance adjusting without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

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
EXPENDITURE OF PUBLIC FUNDS

Any Agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Employer unless, and until, the necessary specific appropriations have been made by the Town of Hooksett Town Meetings at each of its appropriate annual meetings during the term of this Agreement. The Employer shall make a good-faith effort to secure the funds necessary to implement said Agreement at each of the appropriate annual meetings. If such funds are not forthcoming, the Employer and the Union shall resume negotiations regarding the matters affected.

ARTICLE 28

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 negotiated by mutual agreement and 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 understandings 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 waive the right, and each agrees 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.
3. The parties to this agreement may voluntarily agree to re-open negotiations on any subject, matter, provision, or article of this agreement at any time. Should the parties agree to mutually reopen this agreement; the remaining articles of the agreement shall remain in full force and effect. Should the parties fail to reach an agreement on any subject, matter, provision, or article which was mutually agreed upon as the subject of the re-opener, then the subject, matter, provision, or article of the existing agreement shall remain in full force and effect. Neither party of this agreement shall be subject to any litigation for failing to mutually agree to a re-opener, such as, but not limited to a grievance, unfair labor practice, etc...

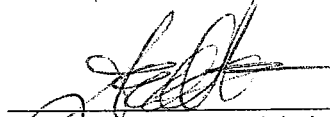
ARTICLE 29

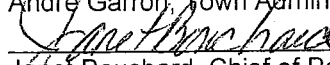
DURATION

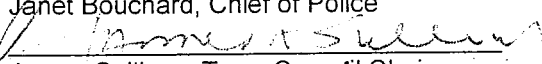
The provisions of this Agreement will become effective July 1, 2023 and shall continue and remain in full force and effective until midnight June 30, 2026.

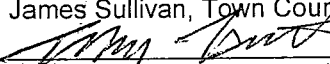
IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their duly authorized officers and representatives, this 16th day of November, 2022.


FOR THE TOWN OF HOOKSETT

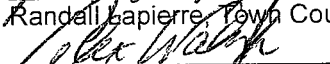

André Garron, Town Administrator

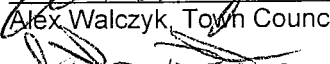

Janet Bouchard, Chief of Police

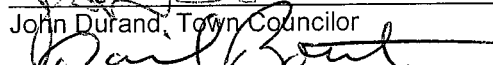

James Sullivan, Town Council Chair

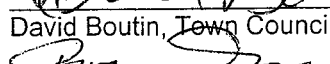

Timothy Tsantoulis, Town Council Vice-Chair


Randall Lapierre, Town Council Secretary


Alex Walczyk, Town Councilor


John Durand, Town Councilor



David Boutin, Town Councilor


Roger Duhaine, Town Councilor

Keith Judge, Town Councilor

David Ross, Town Councilor

FOR (NEPBA) LOCAL 46 OF NEW HAMPSHIRE


Brian Roche, Business Agent

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Date November 16, 2022

Date November 16, 2022

APPENDIX A
PATROL OFFICER/DISPATCH PAY SCALE
Effective 07/01/23 - 06/30/26

PATROL OFFICER PAY SCALE			
STEP	Effective 7/3/2023	Effective 7/1/2024	Effective 7/7/2025
A	\$25.98	\$26.37	\$26.90
B	\$26.76	\$27.16	\$27.70
C	\$27.55	\$27.97	\$28.53
D	\$28.39	\$28.82	\$29.39
E	\$29.24	\$29.68	\$30.27
F	\$30.11	\$30.56	\$31.17
G	\$30.70	\$31.16	\$31.78
H	\$31.33	\$31.80	\$32.44
I	\$31.96	\$32.44	\$33.09
J	\$32.59	\$33.08	\$33.74
K	\$33.24	\$33.73	\$34.41
L	\$33.90	\$34.41	\$35.10
M	\$34.59	\$35.11	\$35.82

DISPATCH PAY SCALE			
STEP	Effective 7/3/2023	Effective 7/1/2024	Effective 7/7/2025
A	\$23.13	\$23.47	\$23.94
B	\$23.58	\$23.93	\$24.41
C	\$24.05	\$24.41	\$24.90
D	\$24.53	\$24.90	\$25.39
E	\$25.02	\$25.39	\$25.90
F	\$25.52	\$25.90	\$26.42
G	\$26.02	\$26.41	\$26.94
H	\$26.54	\$26.94	\$27.48
I	\$27.07	\$27.48	\$28.03
J	\$27.60	\$28.02	\$28.58
K	\$28.16	\$28.58	\$29.15
L	\$28.74	\$29.17	\$29.75
M	\$29.30	\$29.74	\$30.34

Notes:

Patrol Officer Pay Scale = 13 steps - First 6 steps are 3% increases, step 7-13 are 2% increases.
Dispatch Pay Scale = 13 Steps are all 2% increases.
Members off Pay Scale = 2.2% each year.

APPENDIX B

Hooksett Police Fitness Incentive Program Standards

35th PERCENTILE

Males

Age	Run	Sit-Ups (60 Seconds)	Push-Ups
18 – 29	12:53	37	27
30 – 39	13:24	33	21
40 – 49	14:07	28	16
50 – 59	15:20	22	11

Females

Age	Run	Sit-Ups (60 Seconds)	Push-Ups
18 – 29	15:14	31	22 (mod) 14 (FB)
30 – 39	15:58	24	17 (mod) 10 (FB)
40 – 49	16:46	19	11 (mod) 8 (FB)
50 – 59	18:37	12	10 (mod)

50th PERCENTILE

Males

Age	Run	Sit-Ups (60 Seconds)	Push-Ups
18 – 29	11:58	40	33
30 – 39	12:25	36	27
40 – 49	13:05	31	21
50 – 59	14:33	26	15

Females

Age	Run	Sit-Ups (60 Seconds)	Push-Ups
18 – 29	14:15	35	18
30 – 39	15:14	27	14
40 – 49	16:13	22	11
50 – 59	18:05	17	7

Justin Sargent
Chief of Police



15 Legends Drive
Hooksett, NH 03106
Telephone 603-624-1560
Fax 644-1849

Hooksett Police Department

The NEBPA agrees with the Town Council approved (7/12/23) sign on bonus for full time police officers.

NH Certified Officer - \$15,000

- First pay period of employment - \$5,000
- At the conclusion of successfully completing the FTO program - \$5,000
- At the conclusion of successfully completing one-year probationary period - \$5,000

Out of State Certified (who just has to complete the NH Police Academy law package) - \$15,000

- First pay period of employment - \$5,000
- At the conclusion of successfully completing NH Police Academy law package and our FT Program - \$5,000
- At the conclusion of successfully completing one-year probationary period - \$5,000

Entry Level Officer / Not certified / Has to complete the full time NH Police Academy - \$10,000

- First pay period of employment - \$2,500
- At the conclusion of successfully completing the full-time NH Police Academy (receiving certification) and our FTO program - \$2,500
- At the conclusion of successfully completing one-year probationary period - \$5,000

A handwritten signature in black ink, appearing to read "B. K. 95", is written over a horizontal line.

NEBPA Union President


A handwritten signature in blue ink, appearing to read "A. C.", is written over a horizontal line.

Town Administrator

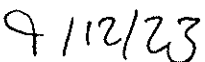
Memorandum of Agreement

The Town of Hooksett, NH (Town) and New England Police Benevolent Association, Inc, Local 46 (Union) agree as follows:


1. The Union represents a bargaining unit which contains certain positions within the Hooksett Police Department (HPD).
2. The Town and the Union are parties to a collective bargaining agreement (CBA) covering the period between July 1, 2023 and June 30, 2026.
3. Per Article 4 of the CBA, new employees are considered to be probationary during their first twelve (12) months of employment. Probationary employees are not covered by the terms of the CBA or entitled to Union representation.
4. The CBA does not describe a vacation benefit for probationary employees.
5. Without waiving the provisions of Article 4 of the CBA, the Town desires to clarify the vacation eligibility for employees during their first year of employment.
6. Effective the signature date of this agreement, newly hired employees shall, during their probationary period, be eligible to accrue a total of eleven (11) 8.5 hour vacation days, accruing for each completed month of employment.
7. Probationary employees may begin to use their accrued vacation after completing six (6) months of probationary employment.
8. Probationary employees may, at the Police Chief or his/her designee discretion, be permitted to use their accrued vacation prior to the completion of six (6) months of employment.
9. Probationary employees may carry over into the next year not more than five (5) accrued (42.5 hrs.) unused vacation days. Any unused vacation days in excess of five (5) at the end of the first year of employment shall be forfeited, unless otherwise agreed at the sole discretion of the Town Administrator.
10. The Union acknowledges that the Town reserves the right to change, modify or eliminate this benefit at its sole discretion.



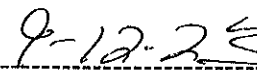
NEPBA Local



Date



Town of Hooksett



Date