

TOWN OF HOOKSETT, NH

AND

TEAMSTERS LOCAL 633
(Hooksett Police Supervisors)

COLLECTIVE BARGAINING AGREEMENT

July 1, 2023 to June 30, 2024

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ARTICLE 1
RECOGNITION

1.1 The Town of Hooksett hereby recognizes Teamsters Local 633 in accordance with RSA-273 A as the exclusive representative of the Bargaining Unit in the Certification of Representation as follows: Regular Full-Time Police Dispatch Supervisor, Police Lieutenant, Police Sergeant.

Excluded: All other employees and positions.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 Except as specifically modified by this Agreement the Town hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law including, but not limited to the right:

1. To the executive management and administrative control of the Town's property and facilities;
2. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment or dismissal;
3. To determine overall goals, objectives, and policies regarding the work to be accomplished;
4. To determine the assignment of personnel to tasks to be accomplished;
5. To determine the services, supplies and equipment necessary to carry out operations and to determine the methods and processes of carrying on the work;
6. To adopt reasonable rules and regulations, including those related to hours of work and overtime;
7. To determine the location or relocation of its facilities, buildings, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
8. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations;
9. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization, and;
10. To direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the workforce.

ARTICLE 3

UNION SECURITY

3.1 Upon presentation of a signed authorization card by the employee to the Town, the Town agrees to deduct the official dues/service fee of the Union from wages of each employee covered by this Agreement on a weekly basis and pay the total amount collected to: Teamsters Local 633, 53 Goffstown Road, Suite A, Manchester, NH 03102 by the 20th day of the month for which the deduction is made.

3.2 If an employee has no check coming or if the check is not large enough to satisfy the dues/service fee, then no deduction will be made for that pay period. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues/service fee.

3.3 The Town will not require new union cards for increase in dues, Union dues are one of the automatic allowances under RSA 275:48 (b)(1).

ARTICLE 4

UNION RIGHTS

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 Employees 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:
- a. 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.

b. 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.

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

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

e. 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.

f. 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.

4.6 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 5
POSITION CLASSIFICATIONS

5.1 Sergeants are non-exempt employees and shall be considered full-time employees and shall therefore be eligible for overtime as necessary. Lieutenants and Dispatch Supervisor are exempt employees and are paid on a salary basis and their duties and responsibilities allow them to be considered exempt from the overtime requirements of the Fair Labor Standards Act.

ARTICLE 6

HOURS OF WORK AND OVERTIME

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

Deviations may be made from the schedule with less than ten (10) days' notice if by mutual agreement between the Department and the affected employee.

6.2 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. A non-exempt employee will be eligible for overtime after forty (40) paid hours in a given pay period or after 8.5 hours on any given single day. Hours paid but not worked, with the exception of unscheduled sick leave, shall be considered hours worked for the purpose of the computation of overtime.

6.3 Lieutenants and Dispatch Supervisor: The Lieutenants and Dispatch Supervisor will work forty (40) hours per week, Monday through Friday. It is understood that salaried exempt employees may be required to work additional hours for meetings or special events as part of their regular job duties. It is also recognized that there will occasionally be emergency situations, such as personnel shortages and catastrophic scenarios that will require them to work extended hours. With the approval of the Chief of Police or his or her designee, the Lieutenants and Dispatchers Supervisor will be eligible for overtime pay in these circumstances.

When a flextime schedule or arrangement is used, it is the department head or designee's responsibility to ensure that staffing is always available to meet the operational requirements of the department as well as the needs of the public during normal business hours. The department head or designee may, at their discretion, implement, continue, discontinue or modify flextime work schedules. The department head or designee has the right to return an employee to a standard work schedule. The department head or designee ensures that flextime is administered consistently and equitably within the department. The employee must plan and organize their time to meet the job requirements established by the department head or designee.

Flexitime example: if an employee arrives to work 30 minutes beyond the regularly scheduled start time, but could work an additional 30 minutes at the end of the shift to make up the time, then the department head has the authority to allow that employee to work the additional 30 minutes on that day or another day as long it's all during the same pay period. Alternatively, an employee who works an extra 30 minutes on a particular day, and wishes to leave work early by 30 minutes on the same day or another, may do so as long as it is within the same pay period and has approval of the department head.

Different than flexitime, a *permanent* alternate work schedule must be requested in writing by the employee to the Department Head with approval by the Town Administrator.

6.4 Comp time: At the employee's option and upon approval of the Chief of Police or his/her designee, non-exempt employees 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 (comp time) hours. Comp time may be taken in accordance with the employee's preference and the needs of the Department.

6.5 Shift bidding: The bidding process will apply to all Sergeants in the Bargaining Unit.

Shift assignments will be made every twelve (12) weeks based upon seniority; however, changes in shift assignments may be made based on 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 will be relocated to fill the open shift(s).

All work shifts will be picked by the members in order of their seniority.

Shift bids will be submitted no less than thirty (30) days prior to the next rotation. Members shall rotate off of a shift after working the same shift for two (2) rotations. 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.

6.6 Differential Pay: Employees 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.

6.7 For emergencies, as defined in section 6.3, the Dispatch Supervisor shall receive overtime opportunities for dispatch positions prior to the Sergeants or Lieutenants who are certified to work dispatch.

ARTICLE 7

CALLBACK

7.1 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 shall be paid for a minimum of four (4) hours for callbacks 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 at the end of a shift shall be paid for the time actually worked. Scheduled callbacks for court appearances, depositions, and hearings shall be paid for a minimum of four (4) hours. Court appearances, depositions, and hearings outside of the Town of Hooksett shall be paid for a minimum of five (5) hours. All witness fees shall be assigned to the Department. Compensation is only applicable to non-exempt employees, unless an emergency situation arises as is determined by the Chief of Police or his/her designee according to Article 6, 6.3. Exempt employees will not be eligible for callback compensation for court appearances, depositions, and hearings in and/or out of the Town of Hooksett.

7.2 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 member elects a special detail, the member 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 member for that member's next three (3) details for which that member is eligible, that member's next six (6) details for which eligible in the event of a second failure to appear, and that member's next nine (9) scheduled details for which eligible in the event of a third failure to appear. A member 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.

Details shall be paid at a minimum of four (4) hours. In the event that a detail is cancelled by the requesting party within one (1) hour of the start of the detail shift, the affected employee shall receive a four (4) hour minimum for the cancelled detail. In the event that the detail exceeds eight (8) hours, the employee will be paid at one and a half (1.5) times the detail rate for every hour worked after eight (8) hours.

ARTICLE 8

SICK LEAVE

8.1 All full-time sergeants shall accrue sick leave at the rate of eight and a half (8.5) hours per month and dispatch supervisors and lieutenants shall accrue sick leave at the rate of eight (8) hours per month. Unused sick days shall accumulate from year to year, subject to provisions of article 8.5 listed below.

All members shall receive monthly sick accruals on the 1st of each 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.

8.2 Sick leave may be used 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; or absences resulting from a necessity to attend to ailing members of any employee's immediate household, when approved by the Chief of Police or his/her designee.

8.3 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. If an employee is out for three (3) consecutive days, the Chief of Police or his/her designee may require a doctor's statement upon return.

8.4 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 regarding continuing 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 the job requirements.

8.5 Sick days may be accrued up to two hundred forty (240) hours total at which time any additional days that any employee who be eligible for shall be reimbursed at half pay at the end of each fiscal year or upon the employee's retirement or death. This reimbursement applies to only those hours beyond the two hundred forty (240) hour limit.

8.6 Salaried exempt member must use the appropriate leaves(s) (sick, vacation, personal) for workweeks with less than 40 hours worked.

8.7 A “scheduled sick day” is when a member requests time off five (5) days in advance for a doctor’s visit or medical procedure for him/herself or a family member. Scheduled sick time shall count as hours worked for the purposes of calculating overtime as opposed to “unscheduled” sick hours which will not count as hours worked for the purpose of calculating overtime. The Chief of Police or his/her designee may approve a scheduled sick day with less than five (5) days notice.

ARTICLE 9

HOLIDAYS

9.1 All members are entitled to the paid holidays listed below.

- New Year's Day (January 1)
- Civil Rights Day
- President's 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, all members will be entitled to one (1) floating holiday each 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. 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.

9.2 An employee shall be eligible to receive holiday pay provided the employee works the scheduled day preceding and the scheduled day following the holiday unless that employee's failure to work on either day results from an excused absence. 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 with the General Orders or Standard Operating Procedures of the Department or with this Agreement.

9.3 Holiday Pay – Sergeants: If a Sergeant works on a holiday (**scheduled**), 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) of the member's regular rate of pay for the hours worked on the actual holiday, regardless of an unexcused absence during the same work week.

In the event that a Bargaining unit member is required to work (**unscheduled**) 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 actual holiday, regardless of an unexcused absence during the same work week.

9.4 Holiday pay for Sergeants 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.

9.5 Holiday Pay - Lieutenants and Dispatch Supervisor: An employee will receive the above mentioned holidays off and shall be compensated at their regular rate of pay during the designated pay period. Actual holidays falling on a Saturday will be observed on the preceding Friday. Actual holidays falling on a Sunday will be observed on the following Monday. If a Bargaining unit member is required to perform unscheduled work in accordance with article 6.3 on a holiday, except for the floating holiday, in addition to the member's holiday pay, the member shall be paid one and a half (1.5) times the member's regular rate of pay for the hours worked on the actual holiday regardless of an unexcused absence during the same work week.

ARTICLE 10

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 11

VACATIONS

11.1 Members of the Bargaining Unit shall earn vacation leave in accordance with the following schedule:

Years of Service	Monthly Accrual	Max Carry Over
1-4 Years	7.79 hours	80 Hours
5-9 Years	11.33 hours	80 Hours
10-14 Years	14.88 hours	80 Hours
15+ Years	17.71 hours	80 Hours

Max Carry Over of 80 hours of vacation time may be carried over as of June 30th each year.

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.

Members who terminate employment prior to the last day of the month will not receive the final monthly accrual.

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

11.2 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.

11.3 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. One (1) sergeant and one (1) lieutenant and (1) dispatch supervisor may take vacation at any one time at the discretion of the Chief of Police or his/her designee. A second sergeant and lieutenant 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.

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.

11.4 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 for how the canceled vacation will be treated will be made by the Chief of Police or his/her designee based on the needs of the Department.

11.5 Salaried exempt member must use the appropriate leaves(s) (sick, vacation, and/or personal) for workweeks with less than 40 hours worked.

11.6 **Vacation prior to 7/1/19.** Vacation earned prior to July 1, 2019, will be tracked in a separate bank called "Vacation prior to 7/1/19" and can be used at the members' discretion. No more time can be added to this bank.

ARTICLE 12

BEREAVEMENT LEAVE

12.1 Bereavement leave of up to three (3) 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:

- Spouse
- Child, adopted child, grandchild, or when a person has acted in loco parentis
- Parent of employee
- Mother-in-law or father-in-law of employee
- Sibling of employee
- Grandparent of employee or spouse
- Civil union as defined by State statute
- Aunts and uncles of employee

12.2 In the case of a traumatic or 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 13

MILITARY LEAVE

13.1 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 the 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 the 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.

13.2 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 according to USERRA. When a part-time employee is required to meet this two-week obligation, the employee will be granted unpaid military leave.

13.3 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 such 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 of work date. If requested by the Department Head, the employee will provide proof of the need for military leave.

13.4 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 spent in service.

13.5 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 14

LEAVE OF ABSENCE

14.1 The Town agrees to allow Union representatives, steward, and/or aggrieved employees reasonable time without loss of pay during regular work hours for the purpose of processing grievances and negotiations. Union representatives shall obtain prior permission of the Chief of Police or his/her designee before interrupting the work of the Department.

14.2 Time lost by a representative of the Union on grievance settlements or negotiations shall be paid for by the Town as provided in RSA 273-A.

14.3 Any employee who requests time off but has no accrued leave available may be granted on unpaid leave of absence. Unpaid leave of absence may be granted by the Chief of Police or his/her designee with concurrence of the Town Administrator for a period not to exceed thirty (30) calendar days. An employee who has taken an unpaid leave of absence will have no loss of insurance benefits or seniority but will be accrue leave benefits such as vacation, sick leave, etc. Insurance benefits will be paid by the Town in accordance with the established level of deductions and the employee will be responsible to pay their weekly payroll deductions and any previously agreed upon financial obligations. When the unpaid leave of absence ends, the employee will be reinstated to the position held before the leave was granted.

14.4 Crime Victim Leave: Refer to Town Personnel Plan for compliance with Federal, State, and local regulations.

14.5 Federal Medical Leave Act (FMLA): Refer to Town Personnel Plan for compliance with Federal, State, and local regulations.

14.6 Maternity Leave: Refer to Town Personnel Plan for compliance with Federal, State, and local regulations.

14.7 Sick time and vacation time will not accrue when the employee is out of work in a no pay status with the Town.

ARTICLE 15

WORKERS' COMPENSATION

15.1 Absence of an employee for causes occurring while engaged in working for the Town and covered by Workers' Compensation as specified by the law 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 delayed 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 worker's 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 to 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.

15.2 Employees absent from work as a result of a bona fide workers' compensation injury are eligible for reinstatement for 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
- c. The position exists and is available

15.3 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.

15.4 Sick and vacation leave will accrue while on workers' compensation.

ARTICLE 16

HEALTH, DENTAL, LIFE AND DISABILITY INSURANCE

16.1 The Town will provide to members of the Bargaining Unit Health, dental, short-term & long-term disability, and Life Insurance on the same terms and conditions (level of benefits, deductibles) as outlined in the Town's Personnel Plan. Sick time and vacation time will not accrue when the employee is out of work and has been approved for short/long-term disability. 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.

16.2 In the event that the Town is considering a change in Health, dental, 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 modifications within the Town's proposed changes on the subject submitted by members of the Bargaining Unit.

- Effective July 1, 2023 the employee will pay sixteen percent (16%) 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. Town union employee health insurance opt-out (Health insurance stipend agreement) terms will be the same as non-union employees.

ARTICLE 17

GRIEVANCE PROCEDURE

- 17.1 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.
- 17.2 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.

- 17.3 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.
- 17.4 Any time limits set forth in the preceding grievance procedure may be extended by mutual agreement of the parties.
- 17.5 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.
- 17.6 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 18

DISCIPLINE AND DISCHARGE

18.1 The Police Department agreed that it shall only discipline and discharge members of the Bargaining Unit for just cause. For purposes of this Agreement, “just cause” for discipline and 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 the Departmental reduction or restructuring.

ARTICLE 19

WAGES

19.1 Effective on the first Monday in July 2023 all members will receive a 4% increase in their pay.

19.2 Longevity: A stipend/bonus of \$2,000 will be payable to each member at the end of their anniversary date with Hooksett employment in years 6, 9, 12, 15, 18, 21, 24, 27, 30.

ARTICLE 20

UNIFORM AND CLOTHING ALLOWANCE

20.1 Sworn members shall receive a uniform allowance each contract year on the first payday in December of \$850.00. Non-Sworn members shall receive a uniform allowance of \$450.00. Uniform allowances shall be for the purposes of purchasing and maintaining required uniforms. In order to secure tax deductibility for the allowance provided 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 November 15th of each year or this stipend shall be considered to be ordinary income for the recipient.

ARTICLE 21

SENIORITY

Seniority shall be measured from the 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 on excess of twelve (12) months
- 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 decision in whole or in part on the basis of seniority.

Senior members have first right of refusal of unscheduled and scheduled overtime.

ARTICLE 22

EMPLOYEE INDEMNIFICATION

22.1 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 judgements 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.

22.2 The obligation of the Police Department to indemnify shall not:

- a. Extend to acts of alleged criminal activity by members of the bargaining unit
- b. Preclude discipline or discharge of the members of the Bargaining Unit for the conduct which gives rise to the claim.

ARTICLE 23
EXPENDITURE OF PUBLIC FUNDS

23.1 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 24
MISCELLANEOUS PROVISIONS

24.1 Personal Cellular Phone Allowance Amount: Employees whose job duties include the frequent need for a cellular phone may be provided a town issued cellular phone or, in lieu thereof, use their own personal cellular phone and receive a reimbursement allowance for business-related costs. The amount for those who elect to use their personal cellular phones shall be \$11.54 per week for cellular phones utilizing an unlimited data plan, e-mail, texting and internet access features. No further reimbursement for cellular phones is available to employees who receive an allowance.

ARTICLE 25

SEPERABILITY

25.1 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 Employer agree to meet and negotiate concerning the Article affected.

ARTICLE 26

EFFECT OF AGREEMENT

26.1 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 parties.

26.2 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 and signed this Agreement.

26.3 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. Should the parties fail to reach an agreement on any subject, matter, provision, or article which was mutually agreed upon as the subject of a 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 27

DURATION

27.1 This Agreement shall be in full force and effect from July 1, 2023 and shall continue and remain in full force and effective until midnight June 30, 2024 except as specified in individual articles. Should either party desire to cancel or terminate the Agreement, written notice shall be served by either party upon the other at least one hundred twenty (120) calendar days prior to the date of expiration.

27.2 Where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate change and/or revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) calendar days prior to the budget submission date of any subsequent year, advising such party desires to revise or change terms or conditions of such Agreement and specifies the Article(s) to be renegotiated.

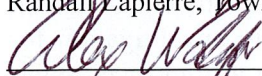
FOR THE TOWN OF HOOKSETT


André Garron, Town Administrator


James Sullivan, Town Council Chair

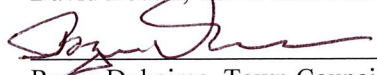
Timothy Tsantoulis, Town Council Vice-Chair


Randall Lapierre, Town Council Secretary


Alex Walczyk, Town Councilor



John Durand, Town Councilor


David Boutin, Town Councilor


Roger Duhaime, Town Councilor

David Ross, Town Councilor


Keith Judge, Town Councilor


Janet Bouchard, Chief of Police

FOR TEAMSTERS LOCAL 633

Secretary-Treasurer


Business Agent

MEMORANDUM OF UNDERSTANDING

The Town of Hooksett, NH ("Town") and Teamsters Local 633 Police Supervisors ("Union"), hereby agree as follows for the collective bargaining agreement term 07/01/2023-06/30/2024:

Juneteenth (June 19th) will be added to Article 9 Holidays effective Wednesday, June 19, 2024. The Town will recognize this holiday on the 19th each year. Should that day fall on a Saturday it will be observed on the preceding Friday. If it falls on a Sunday, it will be observed on the following Monday.

Town of Hooksett, NH

Teamsters Local 633 Police Supervisors



8-22-23

André L. Garron
Town Administrator

Date



10/13/23

Date