AGREEMENT BETWEEN

THE TOWN OF HOOKSETT

AND

HOOKSETT PERMANENT FIREFIGHTERS ASSOCIATION,

LOCAL 3264, IAFF

Effective Date: July 1, 2019

07/01/2019-06/30/2020
# TABLE OF CONTENTS

**ARTICLE**

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

07/01/2019-06/30/2020
APPENDIX A—HEALTH INSURANCE PREMIUM RATE SHEET

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

ARTICLE 1
RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all Regular Full Time Line Captains, Lieutenants, Firefighters, Lieutenant/Mechanic and the Lieutenant Fire Inspector of the Town of Hooksett. Excluded from recognition or coverage under this agreement are the Fire Chief, Assistant Chief, Administrative Captains, Fire Prevention Officers, and all other supervisors, professional and confidential employees, persons in a probationary or temporary status, employed seasonally, irregularly or on call and all other employees of the Hooksett Fire-Rescue Department. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those regular full time employees in the job classifications set forth in the first sentence of this Article. Any changes in the composition of the Bargaining Unit will be preceded by discussions with the Union.

2. It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated or other law shall in no way be abridged or limited by any of the provisions of this Agreement and to the extent that any provision of this Agreement is inconsistent with any such law, the provision(s) of law shall prevail.
ARTICLE 2

MANAGEMENT CLAUSE

Except as specifically limited or abridged by the terms of the Agreement, the management of the Hooksett Fire-Rescue Department in all its phases and details shall remain vested exclusively in the Employer and its designated agents. The Employer and its agents shall have jurisdiction over all matters concerning the management of the Hooksett Fire-Rescue Department, including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of proper rules and regulations, the right to hire, supervise, discipline or discharge, relieving employees from duty for lack of work or funds, the right to decide proper classifications, the right to abolish positions, the right to determine the methods, processes and manner of performing work and the general control of all of the operations of the Hookset: Fire-Rescue Department in all its phases and details as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws. It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically herein enumerated. It is further specifically agreed that this Article and the exercise of any management rights herein shall not be subject to any grievance proceeding as hereinafter set forth.
ARTICLE 3
INTERFERENCE WITH OPERATIONS
AND LOCKOUTS PROHIBITED

1. Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, work slowdown, sanctions, multiple resignations, any form of job action, withholding of any services or any curtailment of work or any restriction or interference with the operations of the Hooksett Fire-Rescue Department or the Town of Hooksett government during the term of this Agreement. The Employer will not lock out any employees during the term of this Agreement. In the event of any such activity set forth above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to any such activity until any and all such activity has ceased.

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

ARTICLE 4
PROBATIONARY EMPLOYEES

All newly hired or appointed employees must serve a probationary period of twelve (12) continuous months from the date of hire and such probationary employee shall not be entitled to representation by the Union or covered by any of the terms of this Agreement. Nothing herein shall be construed as limiting or prohibiting a probationary employee from, in accordance with applicable laws and regulations, voluntarily becoming a member of the IAFF and having union dues voluntarily deducted via a payroll authorization form acceptable to the Town.
ARTICLE 5
EMPLOYEE RIGHTS

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

2. The Town and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, marital status, age, disability, or sexual orientation. All such claims under this Section shall be processed through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

3. Labor Management Committee

   a. The parties agree that it is in their best interest to maintain an open dialogue with respect to the administration of this department and the exchange of information relative to the performance of the department's mission.

   b. The parties agree that a labor management committee shall be established as of the effective date of this agreement. The labor management committee shall consist of the Executive Board of the Union and Senior Management of the Administration. The Labor Management Committee shall meet at least monthly.

   c. The employer will provide necessary time off, at the Chief's discretion, for on duty personnel to attend labor and management committee functions.

Page 7
ARTICLE 6
UNION BUSINESS

1. The Union shall advise the Employer of the name of the employees holding Union office.

2. A Union officer shall be permitted to process a grievance during the officer’s scheduled hours of duty, provided the officer has prior approval of the Chief or the Chief’s Designee and the amount of time in which the officer is engaged in such activity is reasonable. Such approval shall not be withheld arbitrarily.

3. The Town shall allow the Union to conduct its Union meetings at either Fire Station as long as said room exists at those stations and is available. Such meetings shall not interfere with work or Training Schedules and shall be made available provided that the Union notifies and obtains approval of the Fire Chief or the Chief’s designated representative at least seventy-two (72) hours in advance.

4. Upon approval of the Chief, on duty employees will be allowed to attend Union meetings held within Town borders, provided that the employee’s attendance does not interfere with the employee’s duties.

5. Upon the approval of the fire chief or his designee the town agrees to provide 6 day shifts/night shifts of coverage for the union president or his designee to attend union functions. The union agrees to provide a minimum of 14 days notice of the coverage to the administration.

Page 8
ARTICLE 7
WAGES

1. Effective July 1, 2019 increase on base wages
   - 2.00% Basic
   - 2.25% AEMT
   - 2.50% Paramedic

   **Note:** Sidebars may be developed for employees hired on or after May 2018 to bring these wages comparable to others in their classification.

2. Employees shall receive a lump sum payment paid on the first pay period in July of each year for each of the following certifications:
   a. Firefighter III $ 500
      Rescue Specialist  $ 500
      Fire Officer 1 & 2 $ 800
      Hazmat Technician $ 800

   These payments are cumulative.

   b. Employees shall receive a lump sum payment paid on the first pay period in July for each of the educational attainments as follows:
      Associate’s Degree  $ 600
      Bachelor’s Degree  $1,000
      Master’s Degree    $1,200

   These payments are non-cumulative. Lump sum payments will be paid in one check and taxed at a flat rate in accordance with the IRS publication 15 section 7
4.

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

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

LONGEVITY PAY

Increments of 3 year anniversaries of service with Hooksett Fire Rescue not to exceed 24 years (3,6,9,12,15,18,21,24) at increases of .80 cents per hour.

Wage increases shall be calculated before incentives.
ARTICLE 8
INSURANCE

The Town will provide to members of the Bargaining Unit Health (medical & dental), short-term and long-term disability, and Life Insurance on the same terms and conditions (level of benefits, deductibles, premium co-payments) 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. Health plans shall be in accordance with the Town of Hooksett Personnel Plan conditional that these plans comply with the Affordable Care Act. Should unforeseen events occur with the Affordable Care Act, the Town and Union agree to reopen this contract to negotiate health insurance.

1. The Town shall maintain Harvard Pilgrim MD14552 + RX 0/25/40 health insurance plan or similar plan of comparable quality. If an employee desires to choose another plan, which is provided by the Town, they may do so at open enrollment.

2. Effective July 1, 2019 and for the duration of this contract the employee will be required to pay 16% of the total premium of the plan in which they are enrolled, except for the HSA 2500 Health Plan.

3. See Appendix A – Health Insurance Premium Rate Sheet Firefighter Union effective 01/01/19

a. For those employees who choose to participate in the HSA 2500 Health Plan the Town shall deposit funds into the employee’s HSA bank account on the same schedule and at the same rates as is done for other Town employees.
b. The employee will be required to pay all insurance co-pays based on the plan in which they are enrolled.
c. The employee shall not be required to contribute more than 16% of the total premium, as it exists on January 1, 2020 until a successor agreement is reached.

Page 11

07/01/2019-06/30/2020
4. The Town will provide Short-Term Disability, Long-Term Disability, Worker’s Compensation insurance and supplemental Workman’s Compensation benefits, the Health Saving Account program, Life insurance and Dental insurance and “opt-out” payments to members of the Bargaining Unit on the same terms and conditions as provided to non-unionized employees of the Town. The Town reserves the right to modify such plans from time to time during the term of this Agreement provided that members of the Bargaining Unit are treated the same as non-unionized Town employees.

5. The Parties agree that in the event an injured member of the bargaining unit is released for light duty, the Town will provide work in accordance with applicable State law as well as rules established by the New Hampshire Department of Labor. To the extent that the completion of such duties shall require or will be facilitated by a change in work hours and/or work schedule, the Union waives the specific contractual hours and rotation portions of the Agreement providing that any employee whose work hours are changed from regular shift rotation, shall not be required to work more than five (5) consecutive days in a row, or have their hours exceed an average of forty-two (42) hours per week.
ARTICLE 9
DISCIPLINE AND DISCHARGE

1. The Town agrees that it shall only discipline or discharge Union members for just cause. For purposes of this Agreement, "just cause" for discipline or discharge shall be deemed to be unsatisfactory performance or misconduct as determined by the Fire Chief; provided however that the term "discharge" shall not include termination of employment directly caused by Departmental reduction or restructuring for bona fide financial, regulatory or law enforcement reasons.

2. Any disciplinary action to be administered to any employee covered by this Agreement shall be issued within thirty (30) Calendar days of the date of which the Department had knowledge of the infraction.

Disciplinary action will normally be taken in the following order:

a. Verbal warning
b. Written warning
c. Suspension without pay
d. Discharge

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

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

ARTICLE 10
DRUG AND ALCOHOL POLICY

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

ARTICLE 11
SEXUAL HARASSMENT

1. The Department will not tolerate the sexual harassment of any employee, or any other person dealing with the Town. Conduct will be considered sexual harassment if:

a. Submission to or rejection of a request for a sexual favor is used as the basis for employment decisions affecting the person who did the submitting or rejecting; or

b. Submission to a request for sexual favors is made either explicitly or implicitly a condition of the individual's continued employment; or

c. Unwelcome sexual advance and other verbal or physical conduct of a sexual nature interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.
2. All employee complaints of sexual harassment shall be referred immediately in writing to the Fire Chief or the Town Administrator. The matter will be promptly investigated. Confidentiality will be maintained to the extent possible consistent with the need to conduct a prompt and thorough investigation of a complaint. Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited.

3. Any established instance of sexual harassment as described herein, any act of retaliation, or any failure to cooperate in the investigation or resolution of a sexual harassment complaint shall result in disciplinary action or termination.
ARTICLE 12
HOURS OF WORK AND OVERTIME

For the one-time conversion of this contract units to hours, one unit = 12 hours.

1. Shifts/Hours – All Line Firefighters, Lieutenants and Captains shall work a twenty-four hour (24)-hour work period, which twenty-four (24) hour work period shall be called a “shift”. Each shift shall be divided into one ten-hour (10) day shift work period and one 14-hour (14) night shift work period. Each work period shall be called a day or night shift and it shall take (1) day shift and (1) night shift to make up one twenty-four (24) hour shift. Employees may be temporarily transferred between stations. It is understood that due to staffing numbers, there will be some shifts with only 2 firefighters and one (1) officer on duty at each station.

2. Normal Work Schedule – The normal work schedule for Line Firefighters, Lieutenants and Captains shall be one (1) twenty-four (24) hour shift commencing at 0700 hours, followed by twenty-four (24) hours of rest, followed by one (1) twenty-four (24) hour shift commencing at 0700 hours, followed by five days of rest. The work schedule shall maintain the regular group. The number of hours worked shall be forty-two (42) hours per week averaged over an eight (8) week cycle.

3. The Lieutenant inspector and Mechanic will work schedules agreed upon between the employee and the administration.

4. Overtime
   a. Regular weekly pay will be calculated based on a forty-two hour work week averaged over an eight-week cycle period.

   b. All hours worked in excess of forty-two (42) hours per week will be paid at 1.5 times the employee's regular base rate in accordance with FLSLA.
c. Employees called back to work after having left the Station at the end of their shift or during any other period of off-duty hours will be paid a minimum of three (3) hours.

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

   0 minutes to 60 minutes (1 hour) equals 1 hour
   61 minutes to 120 minutes (2 hours) equals 2 hours

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

e. Hours paid but not worked, such as vacations, holidays, etc. shall be counted in determining hours worked for the purpose of computing overtime pay.

f. Fire Officers shall only be covered by other fire Officers for scheduled and unscheduled overtime. The only allowable exception to this will be when an Officer is out on a medical disability or sick leave for more than four (4) day shifts/night shifts. An acting officer from the current officers’ eligibility list will fill this vacancy.

g. Firefighters shall only be covered by firefighters for scheduled and unscheduled overtime.

h. If an unforeseen event occurs during a shift that precludes the officer from completing his/her shift and an acting officer is on duty, the acting officer will assume the role of the duty officer.
5. **Overtime Procedure**

a. The assignment and distribution of overtime for Employees shall be made in accordance with the methods set out as in this article. Overtime shall be of two types, "Unscheduled" which shall be emergency type replacements and "Scheduled" which shall be replacements for members taking vacations, holidays, or other scheduled days off. Separate lists of personnel shall be compiled for each of the two types of overtime. All Scheduled and Unscheduled overtime shall be allocated in the following manner:

b. **Distribution** -- Overtime opportunities are voluntary and shall be offered to the individual whose name is at the top of the appropriate list (according to job classification), and shall be offered in order of the next available shift. After being offered, the overtime shall be considered as overtime actually worked. If overtime is accepted or rejected when offered the name shall be moved to the bottom of the list. If an individual is called for overtime and cannot be reached the employee will remain on top of the list until contacted or until a priority shift becomes available (next available shift). Individuals will not be eligible for overtime on the shift immediately following sick shift (unless parental sick leave is involved) or a continuous 48-hour shift. Overtime shall be filled as soon as possible. Personnel on vacation, sick leave, or injury leave will not be called but will remain on the list.

c. **Acceptance** -- When being offered scheduled overtime, it is agreed that all unit members will accept only a single shift when offered and will not accept a second shift until the rotation has been completed. This does not apply to unscheduled overtime. Records of scheduled and unscheduled overtime are to be made available for review by members of the Bargaining Unit upon request.
d. Overtime coverage for shifts will remain the same and shall be split into one (1) ten-hour (10)-day shift and one (1) fourteen-hour (14)-night shift. Distribution of overtime to cover a 24-hour shift for an employee who is using sick leave or vacation leave shall follow the same procedure as listed herein with the following exceptions:

1. When either the day shift/night shift of the 24-hour shift has been filled, the remaining day shift/night shift shall be filled by offering the overtime opportunity to the next employee listed at the top of the overtime book.

2. In the event that a 24-hour shift is unable to be filled and mandatory coverage for the shift is indicated, and in order to avoid the possibility of an employee working a continuous 72-hour shift if a mandatory overtime shift develops between an employee’s two 24-hour shifts, the off-going duty shift at the affected station shall split the 24-hour shift, such that one (1) employee shall work one (1) shift and another employee shall work the second shift of the 24-hour shift.

3. It is the party’s intention that employees shall not work more than forty-eight (48) continuous hours without taking one (1) day shift/night shift off.

4. Transfers -- Transfers will be formally posted thirty (30) calendar days in advance except when required with less notice to address emergency conditions or situations. Any employee shall be allowed to request transfer for a group or a station. The Chief shall render a decision within (10) calendar days after receipt of a request for transfer.
5. **Shift Exchange** -- Members of the bargaining unit shall be granted the opportunity to exchange days off with respect to any work shift or part thereof for which the member is able to secure another employee to work in the member's place, provided:

   a. Such substitution does not impose any additional cost to the Town;

   b. Such substitution is within the same classification; and

   c. The repayment of exchanges and the filling of the shift shall be strictly the responsibility of the employees involved.

   d. No employee shall have more than eight (8) shifts either banked or available for exchange with another employee.

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

6. **Outside Details** -- Outside details shall be contracted through the Town and hiring for such details will follow a "detail callback book" initially established in accordance with the existing seniority list. Bargaining unit members shall be paid at the current detail rate of $45.00/hour. The Town agrees to a four (4) hour minimum for any detail.

7. **Floating Firefighter** – The Department shall have the right to utilize a “floating firefighter” position to be manned by the member of the bargaining unit with the least seniority. The hours of work for the “floating firefighter” shall be based upon the twenty-four (24) hour shift as provided herein. The floating firefighter’s flexible schedule shall be established/changed at the sole discretion of the Chief or his designee. Said schedule will be formally posted fourteen (14) calendar days in advance except when shorter notice is appropriate due to the Department’s needs.
ARTICLE 13
DUES DEDUCTION

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

2. Upon certification by the Treasurer of the Union to the Town that the dues have been increased or decreased the Town shall make such change in deduction as soon as possible, but not later than thirty (30) days, provided that each employee’s authorization shall so permit.

3. Employees who are members of the Union on the effective date of the Agreement, and other non-probationary employees who subsequently choose to become a member of the Union, shall be required to maintain their membership throughout the term of the Agreement, except that each member shall have the opportunity to withdraw such membership during a fifteen (15) day period prior to the expiration of this Agreement. Notice of withdrawal of membership shall be in writing to the Union.
ARTICLE 14
OUT OF CLASSIFICATION WORK

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

ARTICLE 15
HOLIDAYS

1. The following holidays are recognized by the parties to this Agreement:
   New Year’s Day
   Martin Luther King Jr. Day
   Presidents’ Day
   Memorial Day
   Independence Day (July 4)
   Labor Day
   Columbus Day
   Veterans’ Day
   Thanksgiving
   Christmas

2. In lieu of payment for each holiday, all members of the bargaining unit shall receive payment 120 Hours (12 hours for each holiday) of straight time pay-to be paid on the first pay day in December of each year. For purposes of holiday pay only, a day shall be considered twelve (12) hours. If an employee leaves the employment of the Town after the start of the calendar year but prior to the payment of the holiday pay in December, the employee shall receive pro-rated payment based on the number of holidays up to the time of termination. Holiday payments will be paid in one check and tax at the flat rate in accordance with the IRS Publication 15 Section 7.

Page 22
3. Employees shall be entitled to a floating holiday each year. Employees must designate the Floating Holiday by written notice to the Chief at least fourteen (14) days in advance. Floating holidays may not be carried over from year to year.

4. In addition to the compensation noted above, the employees shall receive:

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

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

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

*Holiday Hours—Usage is as follows:

- Does not subtract any from an employee’s sick bank
- Can be used with at least 1 (one) hour notice like a sick or personal day
- Must be used or will be lost by June 30th 1700hrs within that same fiscal year.
ARTICLE 16
GRIEVANCE PROCEDURE

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

2. Procedure:

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

Step Two: If the Employee and the Union is not satisfied with the decision of the Fire Chief, or if the Fire Chief's decision is not issued within the appropriate time-frame, the employee may file, within ten (10) business days (Monday-Friday) following expiration of the time-frame or receipt of the Chief's decision, whichever is applicable, a written appeal with the Town Administrator setting forth the specific reasons why the employee believes the Agreement is being violated by the Town's action in question. Within ten business (10) days (Monday-Friday) following receipt of the appeal, the Town Administrator shall issue a written decision. The Town Administrator shall hold a hearing with the employee and Union representative prior to the issuance of the above-stated decision.

Page 24
Step Three: If the Employee and the Union is not satisfied with the decision of the Town Administrator, or if the Town Administrator's decision is not issued within the appropriate time-frame, the employee may file, within ten (10) business days (Monday-Friday) following expiration of the time-frame or receipt of the Town Administrator’s decision, whichever is applicable, a written appeal with the Town Council setting forth the specific reasons why the employee believes the Agreement is being violated by the Town's action in question. At the Town Council’s next regularly scheduled meeting timeframe to post their agenda, the Town Council shall hold a hearing with the employee and Union representative and issue a written decision.

Step Four: In the event that the decision of the Town Council is not acceptable, the parties may agree to utilize the services of the Federal Mediation and Conciliation Service (FMCS) prior to proceeding to Arbitration pursuant to Step Five. The grievance mediation shall be in accordance with FMCS rules, shall not be binding on either party and shall be without cost to either party for the services of the FMCS mediator. Each party shall be responsible for its own representation costs.

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

4. The time limitations hereunder may be extended by mutual agreement of the parties.

5. For the purposes of calculating the time limitations hereunder, Saturdays, Sundays and Holidays shall not count as days.

6. Nothing hereof shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the staff of the Hooksett Fire-Rescue Department and having the grievance adjusted without the intervention of the Union provided the adjustment is not inconsistent with the terms of this Agreement.

7. This Article shall be subject to the provisions of N.H. RSA 542. Any appeal pursuant to RSA 542 shall be filed within thirty (30) days of the date of the arbitrator’s decision.

8. Failure by the Town or its agents to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant in any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, will be considered as final acceptance of the decision rendered and no further action of any sort shall be had regarding such void grievance.
ARTICLE 17
PROMOTIONS

1. The Town shall provide a procedure for promotions to positions covered by this Agreement to include competitive examinations with any combination of written, oral or performance tests as a prerequisite. Notice of such examination shall be posted in the Fire Station(s) at least thirty (30) calendar days in advance of the date fixed for the examination. Once the Chief has initiated the Captain’s or Lieutenant’s promotional process, the process shall be completed within sixty (60) days. Nothing in this Article shall preclude the Department from conducting examinations or advertising open positions outside the Department.

2. The test givers of any examination shall be selected by the Department under the guidelines that they be:
   a. Impartial;
   b. Competent;
   c. Independent of the Hooksett Fire-Rescue Department.

3. The Notice posted in the Fire Station(s) will include the following information:
   a. The closing date for application to take the examination;
   b. The person to be contacted to be placed on the examination roster.

4. Oral Board Composition. Members of the oral board shall be selected by the employer based on qualifications, impartiality, experience and availability. At least one (1) member of the oral board shall be from outside the employment of the Hooksett Fire-Rescue Department.
5. Scoring. The passing score for the examination shall be set by the Department before the administration of the examination. The selected candidate shall be from among those applicants who attain or exceed the passing score.

6. The Fire Chief may establish staff evaluations of unit employees' work to be done on a periodic basis for promotional purposes or otherwise. The Chief may take evaluations into account when determining promotions. Such performance evaluations shall not, however, be arbitrary or capricious.

7. An employee, or the employee's agent or representative who has been so designated in writing by the employee, shall have access and be able to review that employee's personnel records during regular business hours. An employee, or agent or representative may obtain copies of any such records at the actual cost of reproduction.

8. Upon completion of the Captains and Lieutenant’s promotional examination process, an eligibility list shall be established and maintained. Each successive promotional process will produce a new “current” Captains and Lieutenant’s eligibility list.
ARTICLE 18

EDUCATIONAL EXPENSES

1. The following education reimbursement policy will apply to members of the bargaining unit after one (1) year of service. The Town agrees to pay for one hundred percent (100%) of the cost of courses upfront if all of the following are met:

   a. Courses must be approved in advance by the Chief or designee.

   b. Courses are related to the employee's job or are part of an approved career development program.

   c. Not more than one thousand five hundred dollars ($1,500.00) will be paid for any employee in any calendar year for course reimbursement. On June 1st of each year, any additional educational expenses receipts may be submitted for re-inbursement. Additional funds shall be equally distributed to those who submit additional receipts.

   d. Budgeted funds will be allocated on a first come, first served basis. The Department will make available twenty-seven thousand dollars ($27,000) each year.

   e. Successful completion of course work with a "B" or the numerical equivalent grade or better, or a pass with pass/fail courses, and satisfactory proof of attainment.

   f. If the union members do not successfully complete the class, then the dollar amount paid by the Town of Hooksett for the class shall be withheld from the following incentive and/or holiday pay.
2. If a course is paid for in whole or in part through Federal or State Programs, then the Town will not reimburse for such a course, it being the intent of this section to eliminate double payment for any course.

3. Education expenses shall include: travel and lodging (outside of New Hampshire), tuition, registration, books, supplies, and course material.

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

ARTICLE 19
RULES AND REGULATIONS

1. The Union agrees that its members will comply with the current Hooksett Fire-Rescue Department rules and regulation SOPs/SOGs and Operations Manual.

2. Any change in rules, regulations, SOPs/SOGs and Operation Manual, which impact working conditions of Unit members may be subject to impact bargaining if so requested by the Bargaining agent.

3. Issues and complaints related to the administration or modification of the current rules, regulations or SOPs/SOGs and Operational Manual shall not be subject to the Grievance Procedure.
ARTICLE 20
VACATIONS

Each employee shall be entitled to vacation time earned. Starting July 1, 2017 the time earned shall change from units to hours. When each employee reaches their anniversary date, they are allowed to carry over no more than 120 hours. Any remaining vacation units in the employee’s bank on June 30, 2017 will be converted to hours by multiplying each unit by 12 hours. Earned hours will then be accrued as follows: Each month’s accrual will be officially accrued once the month has been completed and will be eligible for use on the first day of the following months based on the numbers of years they have been employed at HFRD (see chart below).

On 7/1/17 each member will receive a prorated portion of their vacation “dump”, prior to the start of accruing it, from the previous year after their anniversary started. This shall be calculated from the first of each month regardless of which day in the month the employee’s start date was. Example: If an employee’s anniversary date is 12/15/16, they shall receive the prorated amount of hours of vacation for 7 months (Dec-June).

Probationary employees shall also receive a prorated portion of their “dump” and shall earn vacation hours monthly however they will be unable to use them until they have completed their probationary year.

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

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<thead>
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<th>Start of Year #/(Anniversary Date)</th>
<th>Hours Earned</th>
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<tbody>
<tr>
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<td>240</td>
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<tr>
<td>21</td>
<td>300</td>
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</table>
Each employee shall be able to use vacation in the following ways:

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

Vacation leave may not be used in advance of the accrual. Use of vacation leave at a particular time is contingent upon whether the employee’s services can be spared. Employees shall submit their vacation request to the Fire Chief as early as possible in the calendar year, but except in emergencies, to the Central Station office at least fourteen (14) calendar days in advance of the dates requested. Request shall be acted upon within the two next shifts worked by the employee requesting vacation. In cases where more than two (2) requests are made for a particular time, employees with greater Department seniority shall be given preference. 120 hours of vacation time may be carried over to the following year. However in the event a request for vacation is denied, for reason beyond the employee’s control, the Town shall pay those hours at the employees existing regular hourly rate. If the employee has more than 120 hours of vacation time when they reach their anniversary date, the overtime hours will be paid by multiplying the employee’s hourly rate by the remaining hours even if it is less than 1 hour.

Employees shall be able to sell back vacation time to the Town. This reimbursement will be paid in the employee’s regular paycheck.

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

Except in the event of termination for misconduct or insufficient notice of resignation (i.e., less than two weeks), employees shall be paid the proportionate share of vacation pay accrued to the termination date.
Vacation leave shall be used at the rate of one (1) hour of paid leave for each hour from which the employee is absent regardless of the length of that shift. The minimum vacation time is one shift.

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

Except in the event of termination for misconduct or insufficient notice of resignation (i.e., less than two weeks), employees shall be paid the proportionate share of vacation pay accrued to the termination date.
ARTICLE 21

UNIFORM ALLOWANCE

1. The Town shall provide a uniform allowance for all union members and the Fire Chief will determine the conditions and rules pertaining to type, wear, and use of the uniforms. Union members are required to wear uniforms while on duty and are responsible for the proper cleaning and maintenance of said uniforms.

2. The Department will establish an account in the amount of $900 dollars for each union member for the purpose of buying and maintaining their uniforms. The Department will select vendors for members to order items from after they have received approval from the Chief or the Chief’s designee that they have the available funds.

3. Uniform items that are damaged or destroyed while on duty will be replaced after getting approval from the Chief or the Chief’s designee.

4. Uniform allowance may be used to purchase any of the approved uniform items.

a. Uniform inspection will be conducted in August every year. Members must possess the minimum requirements for all uniform items including Class A. Any new uniform requirement will be provided by the department.

The department will provide class A uniforms for new employees at the completion of probation and members that receive promotions.
ARTICLE 22

SICK LEAVE

1. Each Member of the bargaining unit after 90 days employment shall be entitled to be able to earn sick time. Starting on the 1st Thursday after the employees first 90 day period has expired and each Thursday after that, the employee shall earn 3 hours of sick time to be placed into the employee's sick bank. All unused sick hours will be canceled upon termination. The maximum amount of hours that each employee can have in their sick bank is 500 hours. When an employee uses sick bank hours they are able to use them in the following ways:

a) Use sick hours for self: May be used in either a 10 hour day shift or 24 full shift hours or the amount of hours needed to cover the rest of the shift if the employee goes home part way through the shift. If the employee goes home part way through a shift, the following shall be used for the breakdown of partial hours needed:
   - 0min-29min rolls back to 0hr
   - 30min-59min rolls forward to 1hr

Example: The employee informs his supervisors he/she needs to go home sick for the day. It is 9:14am or 0914hrs. Because it is between 0-29min, it rolls back to 9am or 0900hrs as to when the sick time clock started.

b) Use of sick hours for dependent: Use parameters are the same as above. The following are the individuals that “dependent care” covers in relation to sick time usage – wife, husband, spouse, civil union partner, son, daughter, grandson, granddaughter, step son, step daughter, step grandson, step granddaughter, legal dependents, mother, father, grandparent, step mother, and step father.

c) A family emergency or other bona-fide reason resulting in the employee's having to leave work, as deemed acceptable by the Fire Chief or his designee.
d) Cover absences resulting from bona-fide sickness or injury not covered by Workers’ Compensation; to cover absences required by exposure to contagious disease; and up to 48 hours may be used by the employee to attend to the birth or adoption of the employee’s child. Verification of said events may be required by the Fire Chief. If the employee has no sick hours available to be used for the birth of the employee’s child, then the employee will be granted up to 48 hours leave in accordance with Article 23 of the Agreement.

2 In order to receive pay for sick hours an employee must notify the Fire Chief or the Fire Chief's designee no later than one (1) hour before the normal start of the employee's workday. The Town reserves the right to require a doctor's statement for any sick hours taken, provided that the Town will be required to pay for any doctor's statement required of an employee in excess of two (2) per calendar year.

3. Chronic cases of absenteeism shall be reviewed by the Fire Chief and a determination will be made regarding continued rate of pay and/or continued employment. The Town reserves the right to have a physical examination made at its expense of any employee whose health or physical condition appears to impair the employee’s ability to meet job requirements.

4. Sick hours may be accrued up to 500 hours. Any additional hours that an employee would be eligible for but does not use during the fiscal year shall be reimbursed at half pay at the end of the fiscal year. This reimbursement applies to only those hours beyond the 500 hour limit. Only 500 hours of sick leave may be carried forward into a new fiscal year. Lump sum payments will be paid in one check and taxed at a flat rate in accordance with the IRS publication 15 section 7.
5. 24 hours of sick bank may be used per year as personal hours. An employee must notify the Fire Chief or the Fire Chief's designee no later than one (1) hour before the normal start of the employee's workday. The employee is able to use a minimum of 3 hours and up to 24 hours for personal hours if they have that many hours left in their bank. A partial shift usage of personal hours or a 14 hour night shift usage of personal hours can however be denied if it will cause a drop to less than six members of the bargaining unit.

6. Upon qualification for retirement of service with the New Hampshire Retirement System from the Hooksett Fire-Rescue Department, the employee shall be reimbursed for all unused sick hours. Lump sum payments will be paid in one check and taxed at a flat rate in accordance with IRS Publication 15 section 7. All Payments will be included in the final paycheck.
ARTICLE 23

LEAVE OF ABSENCE

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

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

2. FMLA shall be granted by Town Administration for eligible employees who meet the qualifying event criteria. FMLA is for a period not to exceed twelve (12) workweeks in any consecutive twelve (12) month period. Medical leaves of absence shall only be granted to full-time regular employees for purposes of a serious health condition of the employee, spouse, child or parent, or because of the birth of the employee's child or the placement of the employee's adopted child. While on medical leave, each employee must keep the Fire Chief advised as to the medical recovery progress. To be eligible for leave without pay for medical reasons the medical condition of the employee or of the family members for which leave is taken must be certified with a physician's written medical statement.

3. During a FMLA medical leave of absence without pay, an employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the Town in accordance with the established level of contribution during periods when the employee is on medical leave without pay.
4. Upon expiration of the FMLA leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted.

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

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

a. The two people in the domestic partnership must currently reside together in an exclusive mutual commitment for at least one (1) year similar to marriage and intend to continue in such a relationship indefinitely,

b. They must share finances and/or agree to be financially responsible for each other’s well-being, including basic living expenses,

c. They must not be married to anyone else, and must not have another domestic partner,

d. They must not be related by blood, closer than would bar marriage in New Hampshire,

e. They must be of age and mental capacity to enter into a legally binding contract.

Other criteria for purposes of definition may be considered by mutual agreement of the parties.
ARTICLE 24
BEREAVEMENT LEAVE

1. Bereavement leave, which shall not exceed four day shifts/night shifts, will be granted in case of a death of an immediate family member as listed below:

   a. Wife, husband, or significant other;

   b. Child, adopted child, grandchild or when a person is acting in loco parentis;

   c. Brother, sister, son-in-law, daughter-in-law;

   d. Parents, father-in-law, mother-in-law, stepparents, stepchild, stepbrother, stepsister;

   e. Grandchild, grandparent;

   f. Brother-in-law, sister-in-law, aunt or uncle.

2. Every employee shall receive at least four day shifts/night shifts of bereavement leave in the event of a death of an immediate family member. In addition, bereavement leave may be extended with pay at the discretion of the Fire Chief. The Fire Chief may grant a request for an extension of bereavement leave.

3. The Fire Chief may grant a request for bereavement leave by an employee for an individual not covered in the above section.
ARTICLE 25
RESIDENCY

All members of the Bargaining Unit shall live within twenty five (25) miles of the intersection of Hooksett Road and Memorial Drive (See Appendix B) incorporated by reference. In the event that any Group II employee of the Fire Department is allowed a more favorable residency requirement, that requirement will become the residency requirement for all unit members.

ARTICLE 26
SEPARABILITY

If any Article of this Agreement or any application of any portion of any Article of this Agreement to any employee or groups of employees is held to be contrary to law, then such Article shall not be deemed valid, but all other Articles shall continue in full force and effect. Upon such invalidation the union and the Employer agree to meet and negotiate concerning the Article affected.
ARTICLE 27
EFFECT OF AGREEMENT

1. This instrument constitutes the entire agreement and final resolution of all matters in dispute between the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and that opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 28
EXPENDITURE OF PUBLIC FUNDS

The Town of Hooksett and the Union have reached agreement on terms and conditions of employment in accordance with N.H. RSA 273-A as herein set forth. The parties specifically agree that all cost items are subject to the approval of the legislative body at each of the appropriate annual meetings.
ARTICLE 29
DEFINITION OF SENIORITY AND SENIORITY LIST

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

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

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

Seniority Based Reduction.
1. In the case of the personnel reduction (Layoffs) the employee with the least departmental seniority shall be laid off.
   a. Employees shall be recalled in the order of their departmental seniority. The length of full time employment in the fire department shall constitute departmental seniority.
   b. No new employees shall be hired until all laid off employees have been given at least 21 days opportunity to return to work.
   c. It shall be the responsibility of the union to maintain accurate addresses for all laid off employees and mail forwarded to such employees by the Town at an address supplied by the Union and refusal on the part of the employee to accept a recall to employment and the employee shall forfeit all rights under this section.
   d. Further, 18 months after the employee’s initial date of layoff, the layoff shall be considered permanent and the employee shall have no further rights under this section or this contract.
Layoff Notification.
1. Management shall give written notice to the employee of any proposed layoff and reason therefore at least 30 days before the effective date of the action. A copy of such notice shall be filed with the Town Administrator and a copy shall be filed in the employee’s personnel folder.
2. A layoff shall be considered an Honorable Discharge and so indicated in the laid off employees personnel folder.

Payment Due at Layoff
1. An employee who is laid off shall be paid for all accrued but unused vacation.
2. If employee has been employed by the town for at least 10 years, then half of the employee’s accrued but unused sick leave will be paid.
3. Payment will be made in the employee’s last pay check.

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

Resignation
1. Resignation shall be submitted in writing to the Fire Chief.
2. The resignation of any employee shall be deemed to have been accepted by the Fire Chief or the Chief’s designee, Following two (2) business days (Monday through Friday) from submission.
ARTICLE 30

PARAMEDIC TRAINING PROGRAM

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

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

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

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

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

One (1) or two (2) union member(s) will be eligible to attend this paramedic-training program each fiscal year at the Fire Chief’s discretion. Letters of intent shall be submitted to the Fire Chief and a candidate selection will be at the Fire Chief’s discretion.

While the member is enrolled in the paramedic program, the student’s allocated contractual education funds ($1,500.00 per member, per the Collective Bargaining Agreement (CBA) will be expended each fiscal year towards the tuition of this program.

The Town agrees to cover a member(s) of the bargaining unit participating in the classroom portion of the paramedic school program while on duty. This time will be covered by the floating firefighter or by dropping to minimum staffing levels. After the paramedic student has completed his/her classroom portion, he/she shall return to work and complete the remainder of their assigned shift.
ARTICLE 31

DURATION

This Agreement is effective from July 1, 2019 and shall expire at midnight, June 30, 2020. The parties agree that negotiations shall begin on or before July 15, 2019 in order to have sufficient time to negotiate a successor agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their duly authorized officers and representatives, this 10th day of April, 2019.

THE TOWN OF HOOKSETT

James Burkush, Fire Chief

Steve Colburn, Asst. Fire Chief

Acting Town Administrator Janet Bouchard

James Sullivan, Town Council Chair

Robert Duhaime, Town Council Vice-Chair

Timothy Tsantoulis, Town Council Secretary

James Levesque, Town Councillor

David Ross, Town Councillor

Alex Walczyk, Town Councillor

John Giotas, Town Councillor

John Durand, Town Councillor

HOOKSETT PERMANENT

FIREFIGHTERS ASSOCIATION,
LOCAL 3264, IAFF LOCAL 3264, IAFF

D. Nadeau

J. Tewksbury

D. Fichtner President 3264

Evan M. Young

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

Donna J. Fitzpatrick
Administrative Services Coordinator

07/01/2019-06/30/2020
APPENDIX A – HEALTH INSURANCE PREMIUM RATE SHEET

Town of Hooksett
2019 Health Insurance
Firefighter Union
Effective 1/1/2019

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<th>Plan</th>
<th>Monthly Premium</th>
<th>Annual Premium</th>
<th>Annual 04% Town Share</th>
<th>Annual 10% Employee Share</th>
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OPT-Out of Health Insurance is $5,000 a year paid weekly.

Notes:
Fire Union sidebar dated 11/15/17:
Effective July 1, 2018 and for the duration of this contract the employee will be required to pay 16% of the total premium of the plan in which they are enrolled, except for the HSA 2500 Health Plan.
The employee shall not be required to contribute more than 16% of the total premium, as it exists on January 1, 2019 until a successor agreement is reached.

Page 47

07/01/2019-06/30/2020