

COLLECTIVE BARGAINING CONTRACT

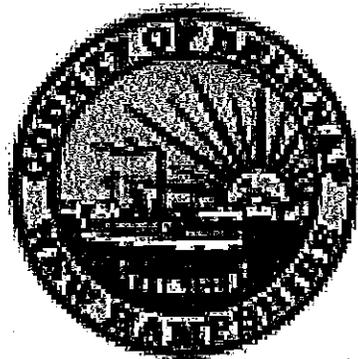
BELKNAP COUNTY DEPARTMENT OF CORRECTIONS

AND

STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE,  
INC.

LOCAL 1984

SERVICE EMPLOYEES INTERNATIONAL UNION



FOR THE PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2011



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**ARTICLE 1**  
**Recognition**

- 1.1 Belknap County recognizes the Association as the exclusive bargaining representative within the context of RSA 273-A, as amended, for full-time and part-time regular employees in the positions of: Sergeant and Correctional Officer. Additionally, it is agreed that the following positions and employees are specifically excluded from recognition or coverage under this Agreement: Superintendent, Lieutenant, Administrative Assistant, Programs Director, all Department Heads, all professional and confidential employees, persons in a probationary or temporary status, employed seasonally, irregularly or on call, and all other employees of Belknap County.
- 1.2 It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised States 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.
- 1.3 As used in this agreement, Association means the State organization of the State Employees Association of New Hampshire, Inc. and the County shall not bargain or enter into agreements with any committee chapter or district organization of the Association in matters covered by this agreement unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes.

**ARTICLE 2**  
**Non-Discrimination**

- 2.1. The County and the Association agree not to discriminate against any employee covered by this agreement in conditions of employment in order to discourage or encourage membership in or legitimate activity on behalf of the members of this bargaining unit.

- 2.2. The Association acknowledges its responsibilities as the exclusive bargaining agent within the meaning of RSA 273-A, as amended, and shall represent all employees in the bargaining unit without discrimination, interference or coercion.
- 2.3. The provisions of this agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, national origin, citizenship, religion, or disability. All such claims under this section shall be initiated through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims of complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

**ARTICLE 3**  
**Employee Rights**

- 3.1 The County recognizes that full time employees within the bargaining unit are entitled to the exercise of their rights granted pursuant to RSA 273-A, as amended, and regulations adopted pursuant thereto.
- 3.2 The Association shall provide copies of this agreement to all full time employees within the bargaining unit employed as of the effective date of this agreement. The County shall provide copies of this agreement to all full time employees hired after the effective date of this agreement.

**ARTICLE 4**  
**Management Rights**

- 4.1 The management and the conduct of the business of the County and the direction of the working force are the rights of the County. The County shall have the right, to hire and layoff employees; to classify, assign, transfer and promote; to discipline or discharge them for cause; and in general to maintain discipline, order and efficiency in the County. The County reserves the right to publish and enforce reasonable rules and regulations from time to time as it may deem necessary and proper for the conduct of the business of

the County and to direct the work force during the work day as the County Commissioners and/or their designated agents may in their sole discretion deem reasonable and necessary provided the same are not inconsistent with the terms of this agreement.

- 4.2 It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically enumerated herein. The County shall retain all rights and authority exercised prior to the execution of this Agreement, except as modified in this Agreement. The County not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed to be waiving its right to exercise such function or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

**ARTICLE 5**  
**Association Rights**

- 5.1 Chapter 69, Belknap County Department of Corrections, or committees of the Chapter shall be allowed the use of the multipurpose room at the nursing home and the conference room at the corrections facility for meetings when such facilities are available and when such meetings would not conflict with the business of the County subject to the following:
- 5.1.1 A request for the use of the multipurpose room at the County Home shall be made to the Administrator of the County Home at least 24 hours in advance of the proposed meeting.
- 5.2 Staff representatives of the Association shall be allowed to visit the work areas of employees during working hours and confer on conditions of employment. Such visitations during work hours shall be conducted during lunch and/or coffee breaks.
- 5.3 The Association shall have reasonable access to existing bulletin boards for posting notices relating to Association organizational and administrative activities. The

Association shall not post notices of a derogatory, libelous, or profane nature and shall be limited to actual Association activity. The Association shall not post Association notices at any other locations other than the bulletin boards approved for Association use.

- 5.4 The County shall within thirty (30) days after the effective date of this agreement make available to the Association an alphabetical listing of the names and addresses of the full time employees in the bargaining unit. Upon the request of the Association the County shall update said list and make the updated list available to the Association, but not more than once every six (6) months.

#### **ARTICLE 6** **Dues Check off and Fair Share**

- 6.1 The County shall deduct the amount of Association dues certified by the Treasurer or authorized officer of the Association from the pay of each member of the Association who has heretofore submitted or who shall hereafter submit to the County an individual written authorization for such deduction.
- 6.2 In the event the Association members elect to change the Association dues, the Association shall notify the County of such change and such change shall be certified by the Treasurer or authorized officer of the Association. The County will implement such certified change in the Association dues deduction within five pay periods of the receipt of notice of such change.
- 6.3 The obligation of the County to deduct Association dues shall cease to exist in the event that the number of full time employees requesting said deduction decreases to less than 25 percent of the number of employees within the bargaining unit. In addition with respect to any individual employee's Association dues deduction, the County's obligation shall cease in the event that the employee's earnings after other legal and required deductions are made is insufficient to cover the amount of the appropriated Association dues or in the event an employee goes on a non-pay status for an entire pay period.

- 6.4 Each bargaining unit employee who upon the execution of this agreement is a member of the Association shall be permitted to terminate his/her membership at any time during the first fifteen days immediately following the effective date of this agreement. Unless terminated as above, all employees who are members on the effective date of this agreement and all employees who join the Association shall retain their membership for the duration of this agreement. New employees during the term of this agreement shall not be required to join the Association but may join if they so elect. In the event the Association is called upon to process a grievance or otherwise personally represent any employee who is not a member of the Association, said employee shall be assessed the actual costs of the Association's representation.
- 6.5 The Association agrees to indemnify and to hold the County harmless from any claim against it arising from any dispute involving such dues deduction.

**ARTICLE 7**  
**Overtime and Basic Work Week**

- 7.1 Overtime is authorized hours worked in excess of forty (40) hours in a workweek.
- 7.1.1. All overtime work performed shall be compensated at the rate of time and one half the employee's regular rate of pay.
- 7.1.2. If the overtime work is mandated by the County, the employee may elect monetary compensation as specified in 7.1.1 or may elect compensatory time off at one and one-half (1½) times in lieu of pay. Any such compensatory time shall be taken at a mutually agreeable time.
- 7.1.3. An employee may choose compensatory time off in lieu of monetary compensation for overtime work, and it shall be taken at the rate, of one and one-half hours for each hour of overtime.

7.2 No employee shall be relieved of duty during the regular shift hours in the employee's basic work week in order to compensate or offset overtime hours worked unless:

7.2.1 The employee agrees to being relieved of duty or,

7.2.2 It is in the interest of the employee, the County or the general public to relieve the employee of duty because of health, safety, or availability of funding.

7.3 The County shall give as much notice as is practical when overtime will be worked.

7.3.1 To the extent possible, overtime shall be distributed equally among qualified employees customarily performing the kind of work required, but preference given to those employees currently assigned to the work section in which the overtime is to be worked.

7.3.2 Subject to the provisions of 7.3.1 above, all overtime assignments shall be on a voluntary basis provided, however, if the number of volunteers is not sufficient to carry out the transaction of business, the County shall exercise its discretion to make work and shift assignments.

7.4 Any full time employee called back to work after leaving the work premises shall be guaranteed a minimum of two (2) hours of pay at the rate of time and one-half the employee's regular hourly rate.

7.5 The County will endeavor to ensure payment for overtime work at the time the employee usually receives a paycheck for the period in which the overtime work was performed.

7.6 In addition to time actually worked, all time paid for annual, sick and funeral leave but not actually worked shall also be considered to be time worked for the purposes of

computing overtime, except sick leave for which there is notice of less than five (5) work days.

- 7.7 The basic workweek for unit employees will be forty (40) hours per week.
- 7.8 At any time a vacancy exists in the schedule, the County shall allow employees to change their shift assignments, subject to the needs of the County, based on seniority, employee qualifications and demonstrated ability.
- 7.9 No reduction shall be made from the basic work day for rest periods of fifteen (15) minutes in every four (4) hours working time or major fraction thereof; during such rest period the employee shall remain on duty and be available in the event of an emergency. Such rest periods shall be taken insofar as practical in the middle of such working time subject however to the scheduling needs as established by the County.
- 7.10 Only the employee may punch the employee's time card (or other time entry system).
- 7.11 The shift sergeant, or, in the sergeant's absence, the shift supervisor shall report to work ten (10) minutes before the beginning of the shift to exchange information with the outgoing shift. This additional time shall be paid at the overtime rate.

**ARTICLE 8**  
**Holidays**

8.1 The following and any other days designated by the County Commissioners are the official holidays for the term of this agreement:

- |                  |                            |
|------------------|----------------------------|
| New Year's Day   | Columbus Day               |
| Presidents' Day  | Veteran's Day              |
| Memorial Day     | Thanksgiving Day           |
| Independence Day | Day after Thanksgiving Day |
| Labor Day        | Christmas                  |

- 8.1.1 In addition to the authorized days in 8.1, each employee shall be authorized one (1) non-accruing floating holiday of his/her choice per calendar year. The day accrued under this provision must be requested as a whole day and granted within the calendar year in which it is earned. Requests for, and the granting of, this floating holiday shall conform to the pertinent requirements and standards set forth in Section 9.1 (Annual Leave) and will not be unreasonably denied.
- 8.2 Holiday pay shall be paid to all employees according to the following sub-sections. Notwithstanding the following subsections, employees who are on sick leave on the last regularly scheduled work day preceding the holiday, or the first regularly scheduled work day following the holiday for which there was less than five (5) work days advanced notice shall not be eligible for holiday pay.
- 8.2.1 Holiday pay will be paid at the employee's regular rate (base) for one (1) day's pay.
- 8.2.2 An employee who works other than a Monday through Friday schedule and who is not scheduled to work on a calendar holiday shall be paid an additional day's pay at the employee's regular rate, or at a mutually agreeable time, be given a scheduled work day off with pay within a ninety (90) day period of said holiday.
- 8.2.3 When an employee is regularly scheduled to work on a holiday the employee shall receive holiday pay and in addition shall be paid at the rate of straight time for hours actually worked on the holiday.
- 8.3 When the holiday falls while an employee is on approved paid leave, the holiday will not be charged against the employee's leave.

- 8.4 For all full time employees who work a Monday through Friday schedule, holidays that fall on Saturday will be observed on Friday and holidays that fall on Sunday will be observed on Monday.
- 8.5 For employees who work other than a Monday through Friday schedule the calendar holiday will be observed as the holiday.
- 8.6 When a shift bridges two calendar days, one of which is a holiday, the shift that begins on the calendar holiday will be recognized as the holiday shift.

**ARTICLE 9**  
**Leave Administration**

9.1 Annual Leave:

9.1.1 Unit employees regularly employed on a forty (40) hour per week work week or a work schedule which regularly averages forty (40) hours per week shall be entitled to annual leave with full pay on the basis of the following schedule:

Years Service	Accrued Per Month	Days Per Year	Maximum Accumulation
0 - 10	1 ¼ days	15	30 days
10+	1 2/3 days	20	40 days
20+	2 days	24	40 days

9.1.2 Every full time employee with sufficient accrued time shall be afforded the opportunity to receive two (2) consecutive weeks of annual leave. Leave may only be taken in one (1) day or one half (1/2) day increments.

9.1.3 Annual leave of up to two (2) weeks subject to the needs of the County shall be scheduled on the basis of department seniority. In order to have seniority as a determining factor in the scheduling of annual leave, the employee must notify the supervisor in writing prior to April 1 of the employee's choice of time for annual leave. After April 1, leave shall be

assigned on a first come basis subject to the needs of the County as determined by the County.

9.1.4 With respect to employees who have been employed continuously for a period of six (6) months or longer and excluding employees terminated by the County pursuant to RSA 28:10-a and employees who resign without giving at least two (2) weeks written notice, upon termination of employment, an employee will be paid for any unused accumulated annual leave at the employee's regular rate of pay. In the event of the death of an employee said sum shall be paid to the employee's estate.

9.1.5 Annual leave is earned from the first day of employment but may only be used as it accrues and may not be used until the employee has been employed continuously for a period of at least six (6) months.

9.1.6 Annual leave will not be granted from the Thursday before Motorcycle Week until the Tuesday after said week. Annual leave will be granted on Thanksgiving Day, Christmas Eve, Christmas, New Year's Eve and New Year's Day only if the employee requesting the leave can be replaced by another employee fourteen (14) days before the day requested. Such replacement shall not create any overtime obligations for the County. The Superintendent reserves the right to deny or modify any such annual leave request in the case of an emergency.

9.2. Sick Leave:

9.2.1. Every full time unit employee shall be entitled to sick leave with pay on the basis of the formula given below and computed at the end of each completed month of service:

<b>Days Per Week</b>	<b>Accrued Per Month</b>	<b>Accrued Per Year</b>	<b>Maximum Accumulation</b>
5	1 ¼ days	15	110 days

- 9.2.2 Sick leave pay will be made at the employee's regular rate of pay.
- 9.2.3 Sick leave may be utilized for absences due to illness, injury, exposure to contagious disease, or quarantine. In order to receive paid sick leave, an employee who is unable to report to work is required to call in each day at least two (2) hours before the beginning of the shift unless the employee is on approved sick leave.
- 9.2.4 Sick leave is earned from the first day of employment and may be used as earned.
- 9.2.5 The County may require an employee who takes more than three (3) consecutive days of sick leave to provide the County with a doctor's certificate certifying said illness, and certifying that said employee is well enough to return to work. The employee shall not be paid for said days if the employee fails to comply with said request. If the County documents an abuse of sick leave, in addition to other permissible disciplinary action, the County may require the employee to obtain a doctor's certificate in the future whenever sick leave is used. Whenever sick leave is taken adjacent to a holiday or normal days off, the County may require the employee to furnish a doctors certificate. The employee shall not be paid for said days if the employee fails to comply with said request.
- 9.2.6 Whenever a former employee has been separated from the County by a reduction in force or, for reasons without prejudice but for the convenience of the County and is reinstated within one (1) year, the previously accumulated and unused balance of sick leave allowance not paid shall be returned to the employee's credit.
- 9.2.7 An employee using four or less days sick leave in any calendar year shall receive a bonus equal to three day's pay at the employees base rate of pay as of the end of the subject calendar year or at the employee's option, the employee may receive an equivalent number of days off to be taken at a mutually agreeable time. **If the employee opts to receive bonus pay, such bonus pay will be included in the first pay period following the end of the calendar year.**

9.2.8 Employees who retire pursuant to the provisions of RSA 100-A shall be paid at their regular rate of pay for 30% of their accumulated sick leave to a maximum of **thirty (30)** days of paid sick leave.

9.3. Information concerning an employee's accumulated and used leave (sick leave and annual leave) time shall be included on each pay stub. Deductions for used leave shall appear on each pay stub, accrued time shall be added monthly.

9.4. Funeral Leave:

9.4.1 An employee shall be allowed leave at full pay not to exceed three (3) days between the date of death and the date of the funeral or memorial service, inclusive, for a death in the immediate family. For purposes of administering this section, immediate family shall be limited to spouse, father, mother, father-in-law, mother-in-law, son, daughter, brother, sister, grandmother, grandfather, and other relatives living within the household.

9.4.2 At the request of the employee and at the discretion of the County up to three days funeral leave may be granted for the death of a ward, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild or guardian.

9.4.3 **An employee may utilize one (1) day of paid sick leave to attend the funeral of an Aunt, Uncle, Niece or Nephew. The parties agree any leave taken under this provision shall be counted against the employee's sick leave bonus accumulation in accordance with 9.2.7.**

9.5 Medical Leaves of Absence:

9.5.1 Medical leaves of absence without pay shall be granted by the County for a period not to exceed twelve (12) work weeks in any twelve (12) month period. Medical leaves of

absence shall only be granted to full-time regular employees and part-time regular employees, who have worked for the County at least twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours during the year preceding the start of the leave, 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 department head 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.

9.5.2 During a medical leave of absence without pay, an employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the County in accordance with the established level of contribution during periods when the employee is on medical leave without pay. While on an unpaid medical leave of absence the employee will be responsible for paying the employee's share of the premium by submitting payment to the business office on or before each regular payday. The County may recover its share of the premiums for maintaining coverage for the employees under such group health plans during the period of leave if the employee fails to return to work for reasons other than the continuation or onset of a serious health condition entitling the member to leave, or other circumstances beyond the employee's control. Certification of inability to return to work as specified and allowed by this medical leave of absence may be required.

9.5.3 A medical leave of absence shall not be granted until all of the employee's accumulated sick leave (in the case of serious health conditions of the employee, spouse, child, or parent) and accumulated vacation leave have been taken. The combination of paid and unpaid leave shall not exceed twelve (12) work weeks in any twelve (12) months period.

9.5.4 Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted. Failure of the employee to

report promptly for work at the expiration of the leave shall be cause for dismissal.

Employees who use paid leave for twelve (12) or more weeks shall not be entitled to said twelve (12) week unpaid medical leave of absence in addition to the paid leave unless a medical leave of absence is granted.

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

9.6 Leave of Absence Without Pay:

- 9.6.1 A regular employee upon proper application in writing to and upon approval by the County may be granted a continuous leave of absence without pay for a period not to exceed two (2) months. Leave of absence without pay however will not be granted until the employee's accumulated annual leave has been exhausted. Extensions of leave for additional periods may be granted at the sole discretion of the County but other than in exceptional cases, the total period shall not exceed one (1) year. No annual leave, sick leave or other benefits will be accumulated during any leave of absences without pay. If the employee desires to keep health insurance or any other insurance benefits in force during the leave without pay, the employee must prepay said benefits.

- 9.7 The County may, with the approval of the County Commissioners, authorize salary payments in whole or part to employees whose leaves have been approved in order to permit them to attend school, visit other governmental agencies, or in any other approved manner to devote themselves to improvements of the knowledge or skills required in the performance of their work. Requests under this section must be made to the Department Head in writing. Annual leave and sick leave will continue to be accumulated during a

leave of absence with pay. The decisions of the County Commissioners are final and not subject to the grievance procedure.

- 9.8 An employee shall be given time off without loss of pay or annual leave when performing jury duty. It shall be considered time worked when an employee is subpoenaed to appear before a court, public body or commission on behalf of the County or when appearing as a witness for the County. Employees performing said services on behalf of the County shall be paid for hours worked with a minimum of two (2) hours at straight time. Any compensation paid to the employee by said court (including jury duty), public body, or commission shall surrender to the County.

**ARTICLE 10**  
**Safety and Health**

- 10.1 It is agreed by the parties that safe working conditions and the performance of assigned tasks by employees in a safe manner are in the best interests of the parties.
- 10.2 Either party to this agreement may request a meeting with the other party to discuss and review conditions which the requesting party feels are detrimental to health or safety. Upon such a request the other party will cooperate in scheduling a meeting to review the complaint and to discuss possible corrective steps should in fact a problem exist. In the event the parties agree that a health or safety problem exists, they may submit recommendations to the County Commissioners.
- 10.3 The County agrees to maintain first-aid supplies which shall be located in secure but readily accessible areas. All on the job injuries regardless of seriousness shall be reported to the supervisor.

**ARTICLE 11**  
**Benefits**

11.1. Upon the execution date of this Agreement all full-time employees shall be provided with Health and Hospitalization insurance. The parties agree that the following shall be the employee's weekly contribution to health insurance premiums beginning on **January 1, 2008**:

	1/1/2008	1/1/2009	1/1/2010	1/1/2011
Single	\$18.00	\$20.00	\$22.00	\$24.00
2 Person	\$24.00	\$26.00	\$28.00	\$30.00
Family	\$28.00	\$30.00	\$32.00	\$34.00

Any covered employee hired after the execution date of this contract shall pay the rate in effect for the year hired. The designated insurance plan to be provided in accordance with this provision shall be the NHMA Blue Cross Blue Shield- BC3T RX10/20/30 or a plan with similar benefit level as mutually agreed to by the parties.

11.2. All unit employees who choose not to participate in the health insurance benefits afforded under this agreement pursuant to Section 11.1 shall receive an annual bonus payment *in* the amount of \$500.00 for the single plan, \$1000.00 for the two person plan or \$1500.00 for the family plan. The employee shall be required to submit proof that he/she is otherwise covered under another health insurance plan. Payment of said bonus shall be made to the employee during the first pay period in December of each year.

11.3. The Parties recognize the responsibility of the County to indemnify its employees from claims against them arising from the performance of their duties. The Parties further agree that the County delegation shall act pursuant to RSA 31:105, 106, and 107 to fulfill such responsibility.

11.4. Employees may request reimbursement from the County for loss of or damage to any personal property as a result of their official duties. The request shall be made to the Commissioners. Upon review of the request the Commissioners may grant or deny

reimbursement based upon their determination as to the justification for reimbursement. The decision and award of the Commissioners shall be final and shall not be reviewable nor subject to the grievance procedure of this agreement.

- 11.5. Any employee who utilizes the employee's private vehicle for business purposes at the request of the employee's supervisor, shall be reimbursed at the State of New Hampshire Reimbursement rate per mile for all miles actually driven.
- 11.6. In the event unit employees are required to contribute to the employee's health insurance per Section 11.1, prior to said contribution the County shall have established a Section 125 plan whereas the Employee contributions shall be paid with pre-tax dollars and administered with said plan. Said plan shall be administered at no cost to bargaining unit employees. The Employee, or designee, shall present an initial and continued educational program for current and new bargaining unit employees, during work hours, to inform all bargaining unit employees of this Section 125 plan, its existence and available options.

**ARTICLE 12**  
**Miscellaneous**

- 12.1 An employee has the right to inspect the employee's personnel file upon verbal request. Access to personnel files shall be restricted to the employee, the superintendent, the lieutenant, the county commissioners or their designated agent, administrative assistant and, upon written release, the employee's association representative.
- 12.2 Employee's personnel file.
- 12.3 Employees will be entitled to payroll deductions for any benefit or charity whenever at least 25 percent of the County employees so request, provided the County has the capability to do so at no additional cost to the County.

12.4 Continuing education and training within the employees job classification mandated by state or federal law shall be provided. Additional training deemed reasonable and necessary by the County shall also be provided. In the event that an employee voluntarily resigns the employee's position within one (1) year of receiving training at County expense, such employee shall reimburse the County within one (1) year from the date of resignation for all such costs which are in excess of \$650.00 per training program, in accordance with the Reimbursement Agreement signed by the employee prior to receiving training. The following costs shall be considered as reimbursable:

- tuition
- registration fees
- books and materials, if retained by the employee
- travel, lodging and meals expenses
- wages paid by the County to any other employee to the extent that such other employee is employed for the express purpose of replacing and fulfilling the duties of the employee who is participating in training.

The following costs shall be excluded from reimbursement requirements:

- statutorily mandated entry level training for the position
- employer mandated entry level training for the position
- wages and benefits of the employee participating in training
- benefits of any replacement employee as described above
- any costs for which the County receives reimbursement from another source.

Repayment shall be made in twelve equal monthly installments commencing 30 days after the effective date of termination.

- 12.5 Necessary expenses incurred by full time employees in attending and directly related to training or educational programs mandated by the County shall be reimbursed by the County.
- 12.6 For purposes of this contract, an employee who regularly works at least 37½ hours per week, with due regard to holidays, illness or other legitimate absences, for a period of six (6) months or more, shall be deemed full time employee of the County.
- 12.7 Each new full time employee hired after January 1, 1980 shall receive the following uniform items as a basic issue
- Three (3) Long-sleeved shirts
  - Three (3) Short-sleeved shirts
  - Three (3) Pair uniform pants (males)
  - Three (3) Skirts, Slacks or combination (females)
  - One (1) Year round weight coat
  - One (1) Pair black shoes
  - One (1) Pair black boots
  - Two (2) Ties
  - One (1) Uniform Badge
  - Required chevrons, name tags, and tie clasps

The County shall update the present uniform issue of all full time unit employees hired prior to January 1, 1980, so that it will at least meet the basic issue. The County shall replace issued items which become damaged, lost, or worn, as a result of employment, within a reasonable amount of time. Full time unit employees that wear civilian attire instead of uniforms shall receive a compensation of \$200 per year for the purpose of purchasing clothing that will be worn while at work. The County will make the final

determination on whether or not an item is unserviceable or needs replacing. All items replaced will be turned in.

12.8 The wearing of neckties by correctional officers is not mandatory when summer uniforms are authorized but shall be mandatory at other times.

12.8.1 Employees shall be permitted to wear short sleeve uniforms year round

12.8.2 Employees shall be permitted to wear long sleeve uniform shirts with no tie year round on third shift. The Superintendent reserves the sole discretion, not subject to further review, to modify or terminate this accommodation at any time during the term of this Agreement.

12.9 The County will continue to furnish unit employees with coffee, tea, cream, and sugar without charge.

12.10 Unit employees will be allowed the use of a refrigerator and lunch breaks will not be deducted from regular working time.

12.11 Unit employees shall have the option to wear either the summer uniform or the winter uniform during the periods of April 1 to April 30 and September 20 to October 20.

### **ARTICLE 13** **Grievance Procedure**

13.1 The purpose of this article is to provide a mutually acceptable procedure for adjusting grievances. A grievance is defined as a dispute, claim or complaint raised by an employee covered by this Agreement involving the meaning, interpretation or application of the express provisions of this Agreement.

13.2 It is intended that the procedure provided herein shall facilitate the resolution of any such grievance at the lowest possible level and the employer and the Association agree to work together towards this end. Nothing in this article shall be interpreted as preventing or discouraging any employee and/or the employee's steward from discussing any disputed matter in an informed and informal manner with the employee's immediate supervisor. Such discussions will not however interfere with the right to seek resolution of the dispute through the grievance procedure provided herein.

13.3 A steward when requested by an employee may assist the employee in processing a grievance. In so assisting the employee the steward shall be given an opportunity to discuss the matter with the employee and with those employees who may have information bearing on the matter prior to presenting the grievance. A staff representative or authorized agent of the Association may substitute in the place of or participate in addition to any steward in this procedure.

13.4 Procedure:

In order to i) initiate a grievance (Article 13.4.1 Step #1), ii) to request review of the Superintendent's decision by the County Commissioners (Article 13.4.1 Step #2) or iii) to submit the Commissioners' decision to arbitration (Article 13.4.1 Step #3) the contractually required writing must be submitted by certified mail, return receipt requested with the U.S. Postal Service's official date stamp on the green card to be conclusive evidence of timeliness, or lack thereof.

13.4.1 Step #1: To initiate a grievance, a grievant must submit a statement of the grievance to the Superintendent for formal consideration. All grievances shall narrowly and specifically identify the alleged action, non-action or condition, for which the grievance is being filed, shall cite the particular contract provision which is alleged to have been violated, the date of the alleged violation, and the specific relief sought. Said grievance must be in writing and must be submitted within ten (10) working days after the grievant

knew or should have known the act or condition upon which the complaint is based. The Superintendent will schedule a hearing within five (5) working days of receipt of the written grievance and a decision in writing shall be presented to the grievant within ten (10) working days of the hearing.

13.4.2 Step #2: If the grievant is dissatisfied with the decision rendered, by the Superintendent a written request for a hearing may be submitted to the County Commissioners. Said request must be in writing and must be submitted to the Office of the County Commissioners within five (5) working days of the decision of the Superintendent. Upon receipt of said request the Commissioners shall schedule a hearing. The hearing shall be held within fifteen (15) working days of the receipt of the request and a decision of the Commissioners will be made within ten (10) working days of the hearing.

13.4.3 Step #3: If subsequent to the Commissioners' decision the grievant feels that further review is necessary, the matter shall be submitted to arbitration within thirty (30) days of the issuance of the Commissioners' decision, or thirty (30) days after the date that said decision should have been rendered before an arbitrator mutually agreed to or, failing agreement, through the procedures of the N.H. Public Employee Labor Relations Board. The parties agree that the jurisdiction and authority of the arbitrator and his/her opinions as expressed will be confined exclusively to the interpretation of this agreement. The arbitration will have no authority to add to, subtract from, alter, amend or modify any provision of this agreement or impose on either party any limitation or obligation not specifically provided for under the terms of this agreement.

In the event the written decision of an arbitrator resulting from any arbitration of grievances hereunder would result in or require the expenditure by the County of inappropriate funds or funds not appropriated for the purposes of which the arbitrator's decision would require their expenditure, the decision shall be advisory in nature and shall in no way be binding upon any of the parties hereto or appealable. In all other cases

the written decision of an arbitrator resulting from any arbitration of the grievances hereunder shall be binding on the parties.

The losing party shall pay the entire amount of the Arbitrators' fees. The Arbitrator shall declare which party is the loser without equivocation. This new losing party arbitration language shall not be included in the successor collective bargaining agreement unless both parties agree to include it again. The new arbitration language, i.e., term and condition, would remain in effect during a "status quo" period, if any, after the new contract's expiration and before a successor agreement has been reached.

- 13.5 All time limits herein may be extended by mutual agreement of the County and the employee and/or the Association.
- 13.6 Nothing in this article shall be construed as an abrogation of the right of an employee to present a grievance without the assistance of a steward. At the request of the employee, the steward shall be excluded from the hearing at step 1; the steward shall be given the opportunity to attend any subsequent hearing in step 2 or step 3.
- 13.7 As used herein "work days" shall mean weekdays (Monday - Friday) and shall exclude Saturdays, Sundays and holidays listed in 8.1. of this Contract.

**ARTICLE 14**  
**Association Representative**

- 14.1 The County agrees to recognize the steward duly authorized by the Association.
  - 14.1.1 There shall be one steward at the Department of Corrections.
- 14.2 The Association shall furnish the name of the steward to the County and keep the County advised of any changes.

- 14.3 The County shall authorize a reasonable amount of time during the regular working hours without loss of time or pay to permit the steward to carry out his/her responsibilities in accordance with the provisions of this agreement. The Association agrees that it shall guard against the use of excessive time in handling such responsibilities. The steward before leaving his/her assigned work area to transact appropriate Association business shall first obtain the consent (which consent shall not be unreasonably withheld) of his/her immediate supervisor. Upon entering work area other than his/her own, the steward shall first advise the appropriate supervisor of his/her presence and specify the name(s) of the employee(s) to be contacted.
- 14.4 The County agrees to authorize one day off in any one calendar year without loss of time or pay for each steward to enable him/her to attend Association training programs. The Association shall notify the County no less than twenty days in advance of such proposed training programs.

**ARTICLE 15**  
**Consultation**

- 15.1 It is agreed and understood that the employment relationship is an appropriate matter for consultation between the parties.
- 15.2 The parties recognize their mutual obligation to conscientiously seek satisfactory solutions to problems arising out of the employment relationship.
- 15.3 Consultation may be requested by either party in writing stating the reasons for the requested meeting and the proposed agenda or topic of consultation.
- 15.4 A mutually agreeable meeting date shall be established provided that such date shall be within twenty working days of receipt of the written notice. This time limit may be extended by agreement of the parties.

- 15.5 At such meeting, each party shall be entitled to have present not more than four representatives unless additional representatives are permitted by prior agreement.

**ARTICLE 16**  
**Separability**

- 16.1 In the event that any provision of this agreement at any time after execution shall be declared invalid by any court of competent jurisdiction, or abrogated by law, such decision shall not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE 17**  
**Notices**

- 17.1 Whenever a written legal notice is required to be given by the County to the Association, such notice shall be given to the State organization of the State Employees Association of New Hampshire, Inc. with offices in Concord, New Hampshire.
- 17.2 Whenever written legal notice is required to be given by the Association to the County, such notice shall be given to the Office of the County Commissioners with a copy to the Superintendent of the Department of Corrections.

**ARTICLE 18**  
**Waiver**

- 18.1 Waiver by either party of the other's nonperformance or violation of any term or condition of this agreement shall not constitute a waiver of any other nonperformance or violation of any other term or condition of this agreement, or of the same nonperformance or violation in the future.

**ARTICLE 19**  
**Promotion. Transfer. Layoff. Seniority**

- 19.1 The parties agree that each full time employee in the bargaining unit should be provided with an equal opportunity for advancement.
- 19.2 Promotions and Transfers (other than shift changes which are governed by Article 7, Section 8):
- 19.2.1 Any vacancy in an existing or new bargaining unit position will be filled by the promotion or transfer of a full time employee from within the department if there are interested qualified applicants. In considering the promotion or transfer of a full time employee within the Department, the County shall consider among other things, the employee's qualifications, seniority, capacity for the position, and demonstrated ability.
- 19.2.2 In cases where a new position is being created, the County shall notify the Association of that fact at least fifteen (15) calendar days before the position is posted or advertised for filling. During that time, the County and the Association shall meet in an effort to agree upon inclusion or exclusion of the position in the bargaining unit.
- 19.2.3 Whenever possible and whenever in the discretion of the County it is in the best interests of the County and is reasonable, a non-bargaining unit vacancy or new position will normally be filled by the promotion of a full time employee from within the Department. In considering the promotion of a full time employee within the Department, the employer shall consider among other things, the employee's qualifications, seniority, capacity for the position and demonstrated ability.
- 19.3 Any employee who meets the minimum qualifications of the position to be filled may submit an application for that position. The County shall screen all applicants and interview the applicant or applicants deemed most qualified for the position. The County will post all openings and opportunities for promotion in conspicuous places for a period

of at least one (1) week. The posted positions shall contain, among other information, the following:

Title of Job	Initial Job Location
Department	Date of Posting
Scheduled Weekly Hours	Date of Closing
Salary Range	Class Specification
Job Prerequisites	

19.4 Layoffs:

19.4.1 When the County lays off an employee in the unit by reason of abolition of a position, such lay off shall not be considered to reflect discredit on the service of the employee.

19.4.2 The County shall give written notice to the employee affected by any proposed lay off at least fourteen (14) calendar days before the effective date of the lay off.

19.4.3 In the event of a lay off, the County will normally lay off according to seniority, beginning with the employee with the least seniority in each job classification to be affected. However, in the event a layoff occurs and it is not accomplished according to seniority, the justification, or lack thereof, for not following the "normal" layoff procedures according to seniority will be subject to the grievance arbitration provisions of this contract.

19.4.4 After a lay off, in the event the positions are reopened within two years, the County agrees to recall in writing all available laid off employees first according to classification and seniority.

19.5 Seniority shall be defined as an employee's length of continuous service with the County since the employee's last hiring date, and shall be calculated on the basis of years, months and days of service. Should there be a voluntary interruption or break in service, seniority

shall commence as of the most recent entrance into County service. Should the break in service be due to a reduction in force, prior seniority will be retained only upon re-entrance into the County service in the same or a promoted position. The period of a leave of absence with or without pay shall not be included in the determination of seniority and such leave of absence shall not be considered a voluntary interruption or break in service for purposes of this section.

**ARTICLE 20**  
**Disciplinary Action**

20.1 The parties jointly recognize the deterrent value and necessity of the ability to impose disciplinary action. Accordingly the administration will endeavor to:

- (a) Act to impose discipline within a reasonable time of the offense;
- (b) Apply discipline with a view toward uniformity and consistency;
- (c) Impose a procedure of progressive discipline including the following actions:
  - 1. Oral reprimand;
  - 2. Written reprimands;
  - 3. Suspension without pay;
  - 4. Demotion;
  - 5. Dismissal. (Dismissal will be controlled by and undertaken pursuant to RSA 28:10-a, as amended. It is specifically agreed by the parties that any dismissal pursuant to this section shall not be reviewable pursuant to the grievance procedure of this contract but will be reviewable only pursuant to the provisions of the review set forth therein).

The parties agree that there will be appropriate cases that will warrant the administration by-passing some of the above progressive disciplinary steps.

- 20.2 All written warnings shall be placed in the employee's personnel file at the time they are given. All warnings shall narrowly and specifically identify the alleged action or non-action for which the warning is being given, and shall cite the particular contract provision or published rule or regulations which is alleged to have been violated.
- 20.3 In addition to the rights set forth in 20.1. above, the administration may suspend an employee without pay for disciplinary reasons for a period not to exceed ten (10) working days. Notice for such suspension setting forth the specific reasons for the action shall be in writing or shall be given orally and confirmed in writing within twenty-four (24) hours of the suspension.
- 20.4 In addition to the power set forth in 20.1. above, the administration may relieve employees from duty temporarily with pay for a period of up to thirty (30) workdays to permit the administration to investigate and make inquiries into charges and allegations concerning the employee. This suspension with pay may be imposed in addition to any suspension authorized pursuant to 20.3. above.
- 20.5 Normally, employees shall not be reprimanded or otherwise disciplined in the presence of other employees or other persons and discipline shall be treated in a confidential manner. It is understood that occasions may arise in which it will be necessary for an employee to be warned or cautioned about an imminent condition or situation which would otherwise occur or fail to occur in the absence of an immediate statement. In such a situation, the employee may be corrected or given direction regardless of the presence of other employees or other persons. Such correction or direction shall be limited to the condition or situation at hand and any follow-up discipline or reprimand shall be conducted as noted above. When disciplined or reprimanded, an employee's direct supervisor or other person(s) directly involved in the disciplinary action may be present.

**ARTICLE 21**  
**Compensation**

21.1

- A. Effective **January 1, 2008** salaries for full time unit employees shall be increased by **three percent (3.00%)** and paid in accordance with the salary schedule contained in Appendix A which is made a part hereof .
  
- B. Effective **January 1, 2009** salary for full time unit employees shall be increased at the rate of the **CPI-U Northeast Urban (not seasonably adjusted)**for the twelve (12) month period ended September 30<sup>th</sup>, 2008..
  
- C. Effective **January 1, 2010** salaries for full time unit employees shall be increased at the rate of the **CPI-U Northeast Urban (not seasonably adjusted)** for the twelve (12) month period ended September 30<sup>th</sup>, 2009.
  
- D. Effective **January 1, 2011** salaries for full time unit employees shall be increased at the rate of the **CPI-U Northeast Urban (not seasonably adjusted)** for the twelve (12) month period ended September 30<sup>th</sup>, 2010.
  
- E. In addition to general wage increases provided hereby all employees who are not at the maximum of their pay range shall move upward one step each year on their anniversary date of hire.

21.2 Payroll checks shall contain an itemization of payroll deductions for the pay period and an accounting of FICA and FWT deductions to date for the calendar year.

21.3 The compensation plan for unit employees shall be consistent with the following:

- A. No employee shall receive a salary greater than the maximum or less than the minimum for that employee's class.
- B. Beginning salary - the minimum rate of pay for a class shall normally be paid upon appointment to the class. However, subject to the approval of the Commissioners when such approval is required, original appointment at a salary above the minimum rate may be paid whenever such action is in the best interests of the County as determined by the employer.
- C. Re-employment - if a former employee is re-employed within a period of one year in a class in which s/he has previously employed the County shall make an appointment at the same or higher rate of pay that the employee had been receiving at the termination of his/her prior service.
- D. Demotion - an employee who is demoted to a lower class for which s/he is qualified, shall be employed at the step in his/her Lower salary range appropriate for his/her length of service.
- E. Promotion - when an employee is promoted s/he shall normally be paid at the minimum rate of the new class. If said minimum is less than or the same as the former rate, s/he shall be paid at the next full step above his/her former rate.
- F. Temporary promotion - On any shift where the sergeant and lieutenant are absent, the senior correctional officer shall be the shift supervisor and shall receive an additional **one dollar (\$1.00)** per hour.

G. Unit employees will be paid, in addition to their regular rate of pay, a hazardous duty premium of seventy-five cents (\$.75) per hour.

21.4 Employees who have completed ten (10) years of continuous service shall be paid in addition to their normal salary, the sum of \$350.00 annually; fifteen years of continuous service shall be paid \$450.00 annually, twenty years of continuous service shall be paid \$550.00 annually; and twenty-five years and above of continuous service shall be paid \$650.00 annually. The amount will be paid with the first pay per period of December of each year.

Continuous service shall mean uninterrupted employment within any bargaining unit covering Belknap County employees; consistent with Article 19, Section 19.5 of this agreement.

21.5 All employees shall have added to their hourly base pay shift differentials as follows;

<b>Weekday:</b>	<b><u>2008</u></b>	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>2011</u></b>
- 2nd shift	\$1.30/hr.	\$1.40/hr.	\$1.50/hr.	\$1.60/hr.
- 3rd shift	\$1.40/hr.	\$1.50/hr.	\$1.60/hr.	\$1.70/hr.
<b>Weekends:</b>	<b><u>2008</u></b>	<b><u>2009</u></b>	<b><u>2010</u></b>	<b><u>2011</u></b>
- Day shift:	\$1.30/hr.	\$1.40/hr.	\$1.50/hr.	\$1.60/hr.
- 2nd shift	\$1.50/hr.	\$1.60/hr.	\$1.70/hr.	\$1.80/hr.
- 3rd shift	\$1.70/hr.	\$1.80/hr.	\$1.90/hr.	\$2.00/hr.

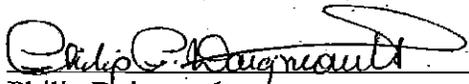
**ARTICLE 22**  
**Duration and Renegotiation**

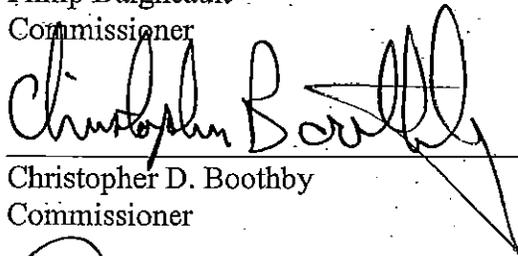
22.1 This Agreement as executed by the Parties shall remain in full force and effect ending at 11:59 p.m. on **December 31, 2011**.

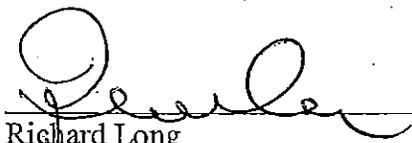
22.2 Renegotiation of this Agreement will be effected by written notification by one Party to the other not earlier than **August 1, 2011**. Negotiations shall commence within two weeks of receipt of such notice.

IN WITNESS WHEREOF, the parties hereto by their authorized representative have executed this Agreement on this \_\_\_\_ day of January, 2008.

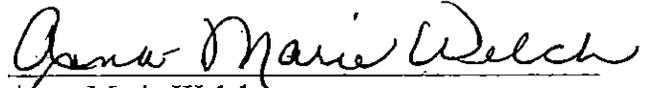
**For the County:**

  
Philip Daigneault  
Commissioner

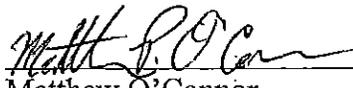
  
Christopher D. Boothby  
Commissioner

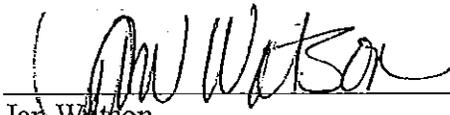
  
Richard Long  
Commissioner

**For the Association**

  
Anna-Marie Welch  
SEA Negotiator

  
Jamie Laramie  
Unit Representative

  
Matthew O'Connor  
Unit Representative

  
Jan Watson  
Unit Representative

Dept of Corrections - Union  
01/01/2008 - 3%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade 8	\$15.53	\$16.00	\$16.48	\$16.96	\$17.48	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26	\$20.87	\$21.50
Grade 9	\$18.64	\$19.21	\$19.79	\$20.37	\$20.99	\$21.62	\$22.27	\$22.94	\$23.62	\$24.33	\$25.06	\$25.81

