

AGREEMENT

BETWEEN THE

CARROLL COUNTY COMMISSIONERS

FOR THE

CARROLL COUNTY DEPARTMENT OF CORRECTIONS

AND THE

NATIONAL CORRECTIONAL EMPLOYEES UNION,
CARROLL COUNTY LOCAL 120

April 1, 2015 through March 31, 2017

The Carroll County Commissioners and the Superintendent of the Carroll County Corrections Department (hereinafter referred to as the "Employer") and the National Correctional Employees Union, Carroll County Local 120 (hereinafter referred to as the "Union") hereby agree as follows:

ARTICLE 1

RECOGNITION

1.1 The Commissioners hereby recognize the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all full-time employees and regular part-time employees as defined in Section 1.3 below of the Carroll County Department of Corrections in the following job classifications: All regular full-time and regular part-time Sr. Correction Officers, Correction Officers, Sergeants, Corporals and Specialists.

A Specialist is a staff member who has tested and met the Carroll County Department of Corrections standards to be a Specialist. The candidate must demonstrate that they can handle the added responsibilities to their primary job as a correctional officer. A Specialist has no supervisor authority, just added responsibilities when working in the capacity as a Specialist. The Carroll County Department of Corrections has two allotted specialist designees, one for each dayshift.

1.2 Excluded from recognition or coverage under this Agreement are all other employees of the Carroll County Department of Corrections as follows: Superintendent, Assistant/Deputy Superintendent, Major, Captain, Lieutenants, Administrative Assistant, all maintenance employees, all nurses, all other supervisors, professional and confidential employees, persons in a probationary or temporary status, employed seasonally and irregularly or on call.

1.3 For the purpose of this Agreement, regular part-time employees shall be only those employees who, as of January 1st of each year, have worked during the preceding year on a regular and permanent basis and have worked at least 1,040 hours of the entire year immediately preceding January 1st.

1.4 If a regular part-time employee has finished the probationary period (as defined in Article IV below) as of January 1st, but has not been employed by the Department for an entire year, then, whether or not such employee shall be considered a regular part-time employee and covered by this Agreement shall be determined as follows: If such employee has averaged twenty (20) hours of work or more each week for their period of employment prior to January 1st, which average shall be determined by dividing the total number of hours worked during such period by the number of weeks employed by the Department, then such employee shall be considered a regular part-time employee and covered by this Agreement. If such employee has not averaged twenty (20) hours a week during the employee's period of employment, then the employee shall not be considered a regular part-time employee and shall not be covered by the Agreement.

1.5 All part-time employees who have worked the necessary number of hours to be considered regular part-time employees, as defined above, shall be covered by the terms of this Agreement as of January 1st.

ARTICLE 2

MANAGEMENT CLAUSE

Except as specifically limited or abridged by the terms of this Agreement, the management of the Carroll County Corrections 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 Carroll County Corrections Department including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statues and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of proper rules and regulations, the right to hire, supervise, discipline or discharge, relieving employees from duty for lack of work or funds, the right to decide proper classifications, the right to abolish positions, the right to determine schedules of work, the right to determine the methods, processes and manner of performing work and the general control of all of the operations of the Carroll County Corrections 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 shall not be subject to any grievance proceeding as hereinafter set forth.

ARTICLE 3

INTERFERENCE WITH OPERATIONS

AND LOCKOUTS PROHIBITED

3.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, work slowdowns, sanctions, picketing or patrolling of any kind, 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 Carroll County

Corrections Department or the Carroll County government during the term of this Agreement. The union is allowed to participate in an "informational picketing" to the extent permitted by New Hampshire law. 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.

3.2 Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 3.1 above, the Union shall forthwith disavow any such activity and shall take all lawful means to induce such employee or group of employees to terminate such activity forthwith, including, but not limited to, any and all disciplinary measures which may be taken pursuant to the Union's Constitution and By-Laws as from time to time amended. It is understood that any employee violating this Article shall be subject to immediate discharge.

ARTICLE 4

PROBATIONARY EMPLOYEES

4.1 All employees hired after the commencement of this Agreement will serve a probationary period of one year. All employees hired before the commencement of this Agreement will serve a probationary period of six months.

4.2 Probationary employees may be disciplined, including but not limited to suspended or terminated for any reason and at any time by the Employer in its sole discretion and neither the employee so disciplined, suspended or terminated, nor the Union shall have recourse to the grievance procedure concerning any such discipline, suspension or termination.

4.3 Employees whose position requires Certification must be certified as a condition of continued employment.

ARTICLE 5

EMPLOYEE RIGHTS

5.1 The County 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 proceeding of the Union.

5.2 No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the County.

5.3 The County 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 or disability. 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.

ARTICLE 6

HOLIDAYS

6.1 Continuing, full-time employees shall be entitled to a payment equivalent to 84 hours of straight-time wages on the first payday in December of each year.

6.2 Non-probationary employees who terminate employment on good terms prior to December 1 shall be entitled to a pro-rated payment based on the number of full calendar months worked since the previous December 1.

6.3 Employees who commence employment prior to September 1 are entitled to a pro-rated payment based on the number of full calendar months worked by December 1.

6.4 Employees who commence employment after September 1 are not entitled to payment under this Article in that calendar year.

ARTICLE 7

VACATION

7.1 Employees of the Carroll County Department of Corrections covered by this Agreement shall be entitled to paid vacation as follows:

- a. 84 hours upon completion of twelve (12) months of continuous employment.
- b. 126 hours upon completion of five (5) years of continuous employment.
- c. 168 hours upon completion of ten (10) years of continuous employment.
- d. 210 hours upon completion of fifteen (15) years of continuous employment.
- e. 252 hours upon completion of twenty (20) years of continuous employment.

7.2 An employee shall be allowed no more than 84 hours vacation at any one time.

7.3 Regular part-time employees, as defined in Article I, Section 1.3, shall be covered by the provisions of this Article, on a pro-rated basis.

7.4 It is agreed that a maximum of one (1) week vacation may be taken one (1) day at a time, provided the request is submitted to the Department for approval two (2) weeks prior

to taking said day or days. All other vacation must be taken in weekly increments.

7.5 The Superintendent or designee shall post a vacation selection sign-up sheet on January 1st of each year. Vacation requests shall be approved on a seniority basis. During the initial sign-up period no employee shall be allowed to select more than two (2) consecutive weeks until all other employees have made their initial selection. Vacation requests must be made no more than 90 days and no less than 30 days in advance of the requested leave, seniority to determine conflicts.

7.6 The Superintendent or designee shall approve or disapprove vacation requests within two (2) weeks of taking down the selection sign-up sheet and not change the decision thereafter except by mutual agreement of the parties.

7.7 Employees who retire or resign after ten (10) continuous years of service shall be paid for all vacation time accrued, but not used, up to a total of 150 hours. Employees will be allowed to carry over a maximum of 84 hours of vacation time from one calendar year to the next.

ARTICLE 8

UNIFORMS

8.1 The County will provide to Correctional Officers uniforms as follows:

- 1 Class A Pant
- 1 Class A Shirt
- 1 County Baseball Cap
- 4 Pairs of pants
- 3 Polo style Shirts
- 1 All-weather jacket
- 1 Duty Belt with hand cuffs and case, belt keepers (4), flashlight and radio case
- 1 inner belt
- \$50.00 per contract year boot reimbursement for documented expenses for boots
- Uniform insignia to include badge, name tag and state seals

Upon termination of employment, employee will return to the County all uniforms or parts thereof purchased or provided by the County.

8.2 Replacement of all uniforms, as provided for in the above section shall be as follows: .

Garments will be presented to the Administration who will make the determination to replace or repair same with another garment. Replacement will be based on need and done within a reasonable amount of time.

ARTICLE 9

SENIORITY

9.1 Seniority shall be defined as the employee's total time of continuous employment at the facility for the purpose of vacation time. Time in grade/classification for seniority shall be defined as the employee's total time in grade/classification for shift bidding and lateral transfers within the same classification.

9.2 Probationary employees shall not be covered by this Article until they have completed the initial probationary period and have become either regular full-time or regular part-time employees at which time their seniority shall be computed from their date of original hire by the County.

9.3 In the event of a lay-off or reduction in the work force, such lay-off or reduction shall be governed by performance evaluations within the Department (i.e., the employee with the lowest evaluation shall be laid off first). In the event that the Superintendent determines that performance evaluations of two or more employees are equal, the least senior employee shall be laid off first.

9.4 In the event of a recall to work after lay-off or reduction in department personnel employees shall be recalled in accordance with the qualifications necessary

in consideration of the appropriate job description and previous performance evaluations within the Department, as determined solely by the County, for available positions in each job classification. In the event that the County determines that employees to be recalled are equally qualified, seniority shall be the governing factor. Notice of recall shall be sent to the laid off employee's last known address as shown on the County's records. The recall notice shall state the time and date on which the employee is to return.

A recalled employee shall be given at least seven (7) calendar days' notice to report to work. In the event a recall is necessary on less than seven (7) calendar days' notice, the County shall call upon the laid off employees in reverse order of their lay-off, either personally or by telephone until an employee who is able to return to work immediately is located. In such event, the employee who is able to return to work immediately will be given a temporary assignment not to exceed seven (7) calendar days and the employees who are otherwise qualified to perform the work immediately will be given notice to report to work at the end of said seven (7) calendar day period. Qualified employees who have been given notice to report to work must, unless confined due to proven illness or injury, make themselves available after the notice has been given or they shall forfeit all recall rights and such seniority status as they have accrued with the County. Recall rights and seniority shall continue for one (1) year after the date of lay-off of the employee. However, should there be no work assignment when the employee does report within the seven (7) calendar days set forth herein then the employee shall retain the employee's seniority status and shall be entitled to another notice of recall.

9.5 An employee's seniority shall be lost for, but not limited to, the following reasons:

- a. Discharge.

- b. Voluntary quit or retirement.
- c. Failure to respond to a notice of recall as specified.
- d. County shall not be required to maintain Health and Dental insurance after three hundred sixty five (365) consecutive day's absence.

9.6 An employee who is hired for only a limited period of time to fill a vacant regular full-time or part-time employee's position, not to exceed one (1) year, shall not be entitled to the terms of this Agreement.

9.7 Shift Bidding- When a shift becomes open as a result of a retirement, promotion, resignation, termination or other reason the superintendent or designee shall post a notice of said shift for officers to bid on based on seniority. The posting shall be posted for 7 working days. Interested members shall submit a letter of interest to the superintendent or designee to be considered. The member with the most seniority in the classification at issue shall be awarded the shift. The county will take every reasonable attempt to work with the members in this process. In some instances, due to staffing needs or emergencies, the county may not be able to accommodate the member's movement to another shift.

ARTICLE 10

DISCIPLINARY PROCEDURE

10.1 Conduct Subject to Disciplinary Action: Unit employees may be disciplined, suspended, or discharged from employment in a unit position for infractions including but not limited to the following:

- A. Stealing from the County, from a fellow employee, resident, inmate or visitor of, the County of Carroll, or otherwise unjustly acquiring money, property, or services from the County or at the County expense in violation of any provision contained herein or of any law of the State of New Hampshire;

- B. Negligently damaging any County property or the property of a fellow employee, inmate, or anyone under the care and/or custody of the County of Carroll or visitor of the County facility;
- C. Lying in relation to any County business, any employment or personnel matter of the County, or any County employee or of any person doing business with the County;
- D. Disobedience or insubordination to a supervisor or any other superior;
- E. Disorderly, immoral or indecent conduct on the job or on any County facility, or any such conduct under circumstances that reflect badly on the County in a more than incidental way as the Superintendent of Corrections may, after hearing and deliberation, determine;
- F. Failure to meet the requirements of job description, unacceptable poor performance on the job, inefficiency, or lack of cooperation;
- G. Reporting for duty while under the influence of alcohol or any other drug; drinking alcohol or using drugs while on duty or while in any County facility or on County property;
- H. Neglect of duty or negligence in performing duties;
- I. Altering or falsifying any records or the making of misstatements of fact in any phase of County government;
- J. Failure to perform duties in accordance with rules and regulations, or failure to carry out the policies of the Department of Corrections;
- K. Unauthorized personal use of the County telecommunications or misappropriation of County property and services;
- L. Unjustly acquiring money, property, gifts, favors, or services from inmates, inmates' visitors and/or relatives for personal gain, or services from the County or at County expense in violation of any provision contained herein of any law of the State of New Hampshire.

10.2 Disciplinary Standards: The parties jointly recognize the deterrent value and necessity of the ability to impose disciplinary action. Accordingly, the County will:

- A. Act to impose discipline within a reasonable time of the offence;

- B. Apply discipline in a uniform and consistent manner, while acknowledging that discipline is not necessarily administered in exactly the same way in all cases;
- C. Ensure that all disciplinary actions are supported by just cause; and
- D. Use a procedure of progressive discipline including the following actions:
 - I. Oral warning
 - II. Written Warning
 - III. Suspension without pay; and
 - IV. Dismissal

The parties acknowledge that there may be cases that will warrant by-passing of one or more of these progressive disciplinary steps.

10.3 Methodology: Disciplinary actions shall narrowly and specifically identify the alleged action or non-action for which the discipline is being given, and shall cite the particular contract provision or published rule or a regulation which is alleged to have been violated. These actions shall also include a statement of recommended corrections or actions for the employee to take to prevent further violation of the cited provision or rule.

10.4 All warnings shall be made at the time of the event being warned of (verbally), and the supervisor shall place a record of the warning in the employee's personnel file, and a copy shall be given to the employee.

10.5 Access to Personnel File: An employee shall be allowed to view the employee's personnel file at any reasonable time and to obtain copies of its contents at the employee's expense. Employees shall be given a copy of all disciplinary actions placed in their file. Documents not in an employee's personnel file may not be used for disciplinary purposes.

10.6 Confidentiality: Discipline shall be treated in a confidential manner, and employees shall not be reprimanded or otherwise disciplined in the presence of, or within the hearing or sight range of inmates, other employees, or other persons not involved in the disciplinary process.

10.7 Suspension with Pay: The County may suspend an employee with pay during an investigation, but a suspension with pay for purposes of an investigation shall not be considered disciplinary in nature. Such employees shall be advised of the nature of the investigation at the time of suspension.

10.8 Documentation of Personnel Actions: All personnel actions shall be in writing and such written documents shall be maintained in the subject employee's personnel file and files of the Director of Personnel.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 For the purpose of this Agreement, a grievance is defined as a complaint or claim by an employee or group of employees in the bargaining unit or the Union specifying the names of the bargaining unit employees involved, the date(s) of the alleged offense(s) and the specific Contract provision(s) involved which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation and/or application of specific provisions of this Agreement. The following procedure shall be utilized in the handling of grievances:

Step 1. The employee involved and the Union's Steward shall first discuss the grievance with the grievant's immediate supervisor within fifteen (15) work days of the event giving rise to the grievance or the date the employee, by reasonable diligence, could have been first made aware of the event. The immediate supervisor shall render a decision within ten (10) work days following the discussion.

Step 2. If the grievant is not satisfied with the disposition of the grievance or if no decision has been rendered, the grievant and the Steward shall present the grievance, in writing, stating the date of the alleged offense and the nature of the grievance, including contract provisions involved, to the Superintendent within ten (10) work days after receipt of the supervisors' decision, or when the decision should have been rendered. The Superintendent shall have ten (10) work days from receipt of the grievance to render a decision in writing.

Step 3. If the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no decision has been rendered within ten (10) work days after filing same with the Superintendent, the grievant and the Steward may file the written grievance with the County Commissioners within ten (10) working days after the receipt of the Superintendent's decision, or when the decision should have been rendered. The Commissioners shall meet with the grievant and the Steward within ten (10) works days after the receipt of the written grievance. The Commissioners shall render a decision within ten (10) work days from the date of the meeting with the grievant and the Union representatives. The grievant or the Steward must present the written grievance to the Commissioner's within ten (10) work days after receipt of the Superintendent's decision or the grievance will be deemed waived.

Step 4. If the Union is not satisfied with the disposition of the grievance by the Commissioners or if no decision has been rendered by the Commissioners, the Union may submit a written request to the New Hampshire Public Employee Labor Relations Board to appoint an arbitrator to resolve said grievance within twenty (20) work days after the decision of the Commissioners or if no decision has been rendered. If the Union fails to submit such written request for the appointment of an arbitrator within said twenty (20) work days, the grievance shall be deemed waived.

11.2 The decision of the arbitrator shall be final and binding on the parties as to the matter in dispute.

11.3 The arbitrator shall not have the power to add to, ignore or modify any of the terms and/or conditions of this Agreement. 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 the Agreement.

11.4 If the grievance is not reported and/or processed within the time limits set forth above, the matter shall be deemed waived and no further action will be taken with respect to such grievance unless both parties mutually agree to an extension of said time limits.

11.5 The expense of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them who are not County employees.

11.6 For the purpose of the above Grievance Procedure, the phrase "work days" shall mean normal Corrections Department work days of Monday through Friday, excluding holidays.

11.7 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Corrections Department and have the grievance adjusted without intervention of the Union provided the adjustment is not inconsistent with the terms of this Agreement and the Union has given the prior opportunity to be present at such adjustment and to state its views.

11.8 During the term of this Agreement, the parties will continue to meet to discuss possible amendments to this Grievance Process. If any such Amendments are agreed to by both parties, they may be incorporated into this Agreement by written side-bar.

ARTICLE 12

PROMOTIONS

12.1 The County will post job vacancies for positions within this bargaining unit for seven (7) days on the facility's bulletin boards in order to allow present employees the opportunity to apply for the available

position prior to an external posting.

12.2 The job posting shall include department, job title, base rate of pay, job description and job status (temporary, on call or regular).

12.3 The County will post openings for management positions but may immediately begin external advertising. The final hiring decision for all positions shall be made by the Superintendent and the decision shall not be subject to the grievance procedure.

12.4 All employees who apply for promotions into positions included within this bargaining unit shall meet the following requirements:

- a. Field evaluation by the Correctional Superintendent or the Superintendent's designee.
- b. Oral examination shall be comprised of (1) outside agency and (2) more members on the board that can consist of senior staff, human resources or other agencies.
- c. The testing process shall consist of a written exam worth 30 points, an oral exam worth 50 points, and a written scenario worth 15 points.
- d. Employees taking examinations shall receive one point for every year of service at the facility up to five 5 points.
- e. If, during the life of this Agreement, a new position, in the same job classification covered by this Article, becomes open after twelve (12) months of filling the first position, a new test must be taken by all employees who apply.

ARTICLE 13

DRUG AND ALCOHOL POLICY

Employees shall not possess, use, or sell controlled substances or alcoholic beverages while on duty. Possession shall include, but not be limited to, concealment or storage in a locker, bag, automobile, or other place accessible to the employee during working hours but shall not apply to alcohol or controlled substances confiscated for law enforcement purposes and handled in accordance with the Department's standard operating procedures. Employees should not report to work or attempt to work while under the influence of controlled substances or alcoholic beverages. Employees should not report to work or attempt to work while suffering from the effects of exceeding the prescribed or directed usage or otherwise abusing prescription or over-the-counter drugs or medications. The Superintendent may enforce this policy by requiring employees to submit to drug and alcohol tests (including, but not limited to, submitting to a breathalyzer test or providing urine and/or blood samples) and/or by conducting searches of employees and their personal belongings and vehicles. The Superintendent may authorize drug and alcohol test on a random basis, but searches of personal belongings, lockers, or vehicles shall be authorized only when the Superintendent has reasonable suspicion that the employee is concealing controlled substances or alcohol in the area to be searched. Failure to comply with this policy or to cooperate with the Superintendent in the administration of this policy shall lead to disciplinary action or termination. Any drug tests administered under this policy shall comply with US Department of Transportation procedures.

ARTICLE 14

SWAPPING OF SHIFTS

The swapping of shifts shall be allowed with prior approval of the Superintendent or designee. The swapping of shifts shall not result in any cost to the County.

The employee requesting the swap shall be responsible to ensure the involved shift is covered.

ARTICLE 15

SICK LEAVE

15.1 Every unit employee shall be entitled to twelve (12) hours of sick leave for each month worked.

15.2 Sick leave may be utilized for absences due to illness, injury or quarantine. 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.

15.3 Sick leave is earned from the first (1st) day of employment and may be used as earned upon completion of six (6) months service.

15.4 An employee shall be required to furnish a certificate from an attending physician for absences in excess of three (3) consecutive work days. In cases of suspected abuse, the Superintendent may require a doctor's certificate before three (3) consecutive days absence.

15.5 Once an employee has accumulated 320 hours of sick leave, any days or portions thereof in excess of 320 hours shall be paid to the employee at 100% current wage rate on the first pay day in December each year. An employee will also be eligible for such payment for days or portions thereof in excess of 320 hours upon termination (if such termination occurs prior to December 1) provided:

- a. Employee must be in good standing at the time of termination;
- b. Employee has been employed for five (5) or more continuous years; and
- c. Employee has given a minimum of fourteen (14) days written notice to the employee's supervisor.

15.6 In the event of the death of any employee, the employee's estate shall be paid one hundred percent (100) for all sick leave time to the employee's credit in excess of 320 hours at the employee's regular rate of pay at the time of death.

15.7 All accumulated leave time earned by an employee shall be calculated and a statement thereof inserted with the employee's paycheck at least quarterly.

ARTICLE 16

PERSONAL LEAVE

16.1 Each unit employee shall receive one (1) personal leave day per year for the employee's use.

16.2 Employees who have sick leave days available may convert up to a maximum of three (3) sick leave days per year to personal leave time.

16.3 Except in cases of emergency, an employee requesting a personal leave day shall give a minimum of twenty-four (24) hours' notice to the department.

ARTICLE 17

MILITARY LEAVE

Any employee who is a member of any reserve component of the United States or of this State shall be granted not more than fifteen (15) days military leave with pay in any one (1) calendar year for the purpose of engaging in military drill, training or other temporary duty under military or naval authority. An employee shall be paid the difference in pay between the employee's regular base rate of pay and any pay received from the military. No vacation or sick leave, which the employee may have accumulated, shall be lost because of military leave, provided, however, that upon entrance or extended active duty, and employee shall be paid, if the employee requests, for all days accumulated vacation

remaining to the employee's credit. Employees who enlist, after their initial date of hire with the County, shall be required to request a leave of absence to cover the time necessary for basic training.

ARTICLE 18

FAMILY AND MEDICAL LEAVE

PURPOSE: It is the intent of Carroll County to meet the need of our employees to care for themselves and their families. Carroll County recognizes that employees may occasionally need to take time away from work to care for their own medical needs or the medical needs of a family member.

POLICY: Carroll County will accommodate any employee eligible for FMLA leave by allowing that employee to take time off to address his/her own serious health condition, or the serious health condition of his/her family member in accordance with Federal law. Initial eligibility (one year of employment, at least 1250 hours) must be established through the Human Resources Department by written request, and Certification by Health Care Provider will be required. Supervisors and Department Heads must be notified at least 30 days in advance of the start of FMLA Leave wherever possible, in order to accommodate staffing needs. At all times, the Federal guidelines will apply.

Carroll County reserves the right to designate FMLA Leave any time an eligible employee requests time off for a qualifying reason. For example, if an eligible employee suffers a non-work related injury that qualifies as a serious health condition, Carroll County has the right to designate any time away from work as FMLA Leave. FMLA Leave will be initiated for qualifying absences due to work related injuries. The County will notify an employee by letter when it designates FMLA leave.

A. REASONS FOR LEAVE:

Eligible employees may take family/medical leave for any of the following reasons:

- 1) the birth of your child and in order to care for the child
- 2) the placement of a child into your home for adoptive or foster care
- 3) to care for a spouse, parent, minor child, or adult child with a serious health condition
- 4) the employees own serious health condition which renders the employee unable to perform the essential functions of his or her position

B. AMOUNT OF LEAVE AVAILABLE:

An eligible employee may take up to 12 weeks of leave in a rolling 12 month period, depending on their employment status. A rolling 12-month period is 12 months measured backward from the date leave is first used. Human Resources will advise an employee of the amount of leave he/she has available.

C. NOTIFICATION OF LEAVE BY EMPLOYEE:

Employees must notify their Supervisor and Human Resources, by written application, at least 30 days in advance of a foreseeable leave, such as leaves for planned medical treatment or the birth of a child. For unforeseen events, such as accidental injury causing a serious health condition, premature birth, or a sudden change in the employee's health, the employee must notify their Supervisor for their need for leave as soon as it is reasonable and practical. Failure to give notice as required may result in delay or denial of FMLA Leave. In the case of failure to notify of foreseeable leaves, the County may delay the start of leave for up to 30 days from the date the employee provided the required notification.

D. MEDICAL CERTIFICATION:

An employee must submit a medical certification from a certified health care provider no later than 15 business days following approval of the FMLA Leave request.

The County reserves the right to have an employee examined by another Healthcare Provider (and possibly a third healthcare provider, if the first two medical opinions are inconsistent) at its expense. The County also reserves the right to request periodic additional medical certification during the term of the FM Leave.

E. INTERMITTENT OR REDUCED SCHEDULE:

Where there is a documented need by a certified medical provider, FMLA Leave may be taken on an intermittent or reduced schedule basis. Intermittent or reduced schedule leave will be counted on a four-hour basis. The employee must notify their Supervisor of their anticipated unavailability and the reasons for the proposed schedule.

A Supervisor may require the employee to temporarily work in a different position or on a different schedule during intermittent or reduced schedule leave to better accommodate the staffing needs. The alternative position will have the same pay rate and benefits as the position held prior to the start of the FMLA Leave.

The County reserves the right to deny any intermittent or reduced schedule leaves for the birth or placement of a child.

F. PAY AND BENEFITS:

1. It must be understood that FMLA Leave is an unpaid leave of absence. Employees are required to utilize all accrued leave time during FMLA Leave.
2. Employees must exhaust all accrued leave time before receiving donated time.
3. Employees do not accrue any benefits while out on FMLA Leave.
4. While on FMLA Leave, the employee may not receive government compensation (unemployment, etc.) or work for another employer.
5. To continue coverage under the County's group health or dental insurance plan, the employee must continue to pay their portion of the premium. Failure to maintain payment of premiums will result in the loss of coverage. Coverage may not be reestablished until Open Enrollment.
6. If the County learns that the employee does not intend to return to work, or the employee simply does not return at the end of their approved FMLA Leave, insurance coverage for the employee will be discontinued.

In some cases, the County may recover its share of the premium for maintaining coverage for the employee during FMLA Leave if the employee fails to return to work for reasons other than a continued medical condition or other reasons beyond the employee's control.

RETURN TO WORK:

An employee returning to work from FMLA Leave for their own medical illness must provide written medical certification clearance to their Supervisor prior to returning. The County will make every effort to return an employee to the same or equivalent position. However, due to business necessity, this cannot be guaranteed. An employee will not lose any seniority or benefits for taking FMLA Leave.

Carroll County reserves the right to request a Fit for Duty Evaluation for any employee who requests an extension of their approved leave, or for any employee requesting accommodations in the workplace.

Failure to return to work at the end of the approved FMLA Leave may be considered as a voluntary resignation by the employee.

FAILURE TO COMPLY WITH POLICY:

If an employee fails to comply with the guidelines of this policy or falsifies any information related to the medical certification required to obtain the leave, the leave may be delayed, denied or discipline may result, up to and including termination of employment.

ARTICLE 19

JURY DUTY

An employee shall be given time off without loss of pay or annual leave when performing jury duty, or when subpoenaed to appear before a court, public body or commission on behalf of the County. Any fees paid for such appearances shall be deducted from the regular daily rate of pay. The County shall not reimburse for meals and/or mileage.

ARTICLE 20

BEREAVEMENT LEAVE

20.1 An employee is entitled leave at full pay between the date of death and the date of the funeral or memorial service, inclusive, not to exceed three (3) work days for a death in the immediate family. For the purpose of administering the provisions of funeral leave, immediate family shall mean the following:

Husband	Wife
Father	Mother
Brother Son	Sister Daughter
Grandfather	Grandmother
Father-in-law	Mother-in-law
Brother-in-law	Sister-in-law
Son-in-law	Daughter-in-law
Grandchild	Aunt
Uncle	
Ward or member of the family living within the employee's household	

20.2 Under extenuating circumstances, two (2) additional days with pay may be granted with the written approval of

the Superintendent.

ARTICLE 21

BULLETIN BOARDS AND ACCESS TO PERSONNEL RECORDS

The County agrees to provide suitable space on bulletin boards at convenient locations for the posting of notices of the Superintendent addressed to the employees and for Union announcements, notices, social events and other non-controversial matters addressed to its members. No Union notice shall be posted until it has been signed by the President or Secretary of the Union and a copy of said notice has been provided to the Superintendent. The bulletin board space shall not be used for controversial matters which include, but are not limited to, advertising, political matters, or any kind of literature other than herein provided. Additionally, the parties agree to abide by the County's Personnel Records Access Policy, attached hereto.

ARTICLE 22

DUES AND DEDUCTIONS

22.1 Upon individual written authorization by a Union member, covered by this Agreement, and approved by the Union President, the Superintendent, through the Superintendent's designated agents, agrees to deduct from the pay of each employee, so authorized, the current Union dues or representative fee, as certified to the Superintendent by the Treasurer of the Union. Said deductions shall be made each pay period, provided, however, that if any employee has no check coming to them or the check is not large enough to satisfy the deduction, then, and in that event, no collection will be made from said employee for that pay period. The County shall send the amount so deducted at least one (1) time per month to the National Correctional Employees Union, along with a statement indicating who has paid dues and/or representative fees. In no case shall the County attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union over the matter of deductions, the Union agrees to defend and hold the County harmless in any such dispute.

22.2 It is recognized that the negotiations for and administration of the Agreement entails expenses which appropriately should be shared by all employees who are beneficiaries of this Agreement. To this end, if an employee in the bargaining unit does not join the Union, such employee will, as a condition of employment by the County, execute an authorization for the deduction of a "representative fee" which shall be a sum equivalent to the membership dues and assessments required to be paid by members of the Union

ARTICLE 23

RETIREMENT

23.1 All Correction Officers are enrolled in the New Hampshire Retirement Systems, Group II Retirement Program.

23.2 Correction Officers shall meet the New Hampshire Retirement System physical requirements on completion of the probation period.

ARTICLE 24

SAFETY AND HEALTH

24.1 The parties agree that a Joint Loss Management Committee shall be established in the unit comprised of four (4) employees; two (2) appointed by the Union and two (2) appointed by the County. The purpose of this committee is to bring to the attention of the County areas where conditions detrimental to health and/or safety exist and make recommendations for elimination of same.

24.2 The County agrees to provide adequate and appropriate training and equipment to ensure the safety of Correction Department's employees. Such training may include, but not necessarily be limited to fire safety, CPR, suppression techniques and techniques for dealing with unusual situations which might threaten the life or safety of any resident or employee. The Joint Loss Management Committee shall convene to implement this provision. It is specifically agreed that this Section and the exercise of any of the provisions established in this Section are not subject to the Grievance Procedure.

ARTICLE 25

HOURS OF WORK AND OVERTIME

25.1 For the purposes of this Agreement only, the current shift schedules will not be significantly altered. However, the Superintendent reserves the right to assign employees to specific shifts.

25.2 Carroll County Department of Corrections changed to 12 hour shifts effective April 27, 2008. The FLSA permits correctional officers straight time pay up to 85.5 hours in a fourteen (14) day pay period. Employees are entitled to overtime at one and one-half times regular rate for all hours in excess of 85.25 hours in a fourteen (14) day pay period. Overtime assignments are mandatory. Failure to accept an overtime assignment may lead to discipline, up to and including discharge.

25.3 It shall be the duty of all able-bodied employees to make themselves available during the course of emergencies.

25.4 Employees covered by this Agreement who are required to attend Court, shall receive their regular rate of pay for such time spent. Any funds received by the employee from said Court, will be immediately turned over to the Superintendent and/or agent.

25.5 An employee covered by this Agreement who has left the employee's normal place of work for the employee's residence and is called back for overtime work shall be guaranteed a minimum of three (3) hours work at straight time the employee's regular hourly rate of pay.

25.6 If an employee is unable to report for the employee's shift, the employee must notify the employee's immediate supervisor no less than two (2) hours beforehand in order to be paid. Exceptions shall be made under extenuating circumstances, as determined by the Superintendent.

25.7 Except for emergencies as determined by the Superintendent or the Superintendent's designee, no one is allowed to work more than sixteen (16) hours without an eight (8) hour break.

25.8 All attempts will be made to have Correctional Officers who are employed under a full-time capacity with the county certified within 18 months unless there are exigent circumstances. The county will provide training for certification renewal at its expense. Failure to obtain and renew certification on a timely basis may lead to dismissal.

25.9 Overtime Distribution- It is recognized that a correctional facility overtime work is necessity that may be desired by some members but be a burden to others therefore, the following provisions shall apply:

1. The Captain or designee shall give as much notice as practicable when overtime will be worked;

2. When overtime is to be worked full-time officers and regular part-time officers covered under the CBA shall be offered overtime first then part-time officers. An overtime roster for full-time/part-time regular members under CBA will be kept by the Captain or designee. The Captain or designee shall utilize the overtime roster to make overtime equally available to all members. The members on the overtime list will be called until someone accepts or the list is exhausted. The next time someone is needed for overtime the Captain or designee shall call the next person on the list after the last one that accepted overtime work. The member who does four (4) hours of volunteered overtime goes to the bottom of the call roster and will be called last for the next overtime available. In the event that an error is made in the administration of the overtime roster and an eligible member is not called as provided for herein said member shall be called first for the next overtime assignment. The affected member shall not be entitled to the receipt of pay, or other compensation, for the missed overtime opportunity.

3. To the extent practical, all overtime assignments shall be on a voluntary basis. In the event that not enough volunteers do not present themselves the mandatory assignment of overtime work shall be required. The overtime roster shall be used as the mandate list. The member who is working on the day the overtime is needed and is at the top of the list shall be mandated to stay and fill the overtime position. The member will be moved to the bottom of the overtime roster after the member has worked any portion of the mandated overtime. Normal course of duty such as finishing reports, responding to emergencies, hospital duty will not qualify as mandated overtime and not subject to moving the officer on the mandate list unless they reach four (4) hours of overtime and choose to be placed on the bottom of the mandate list.

4. The County will make available a mandated overtime list to all bargaining unit members so as to provide accountability of the fairness of the process.

ARTICLE 26

EMPLOYMENT

26.1 Sexual Harassment. Carroll County will not tolerate the sexual harassment of any employee, client, resident, inmate, vendor or any other person dealing with the County. 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 initial or 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.

All complaints of sexual harassment should be referred immediately to the employee's supervisor or another supervisor up the chain of command or directly to the Human Resource Office and 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.

Any 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 may result in disciplinary action or termination.

26.2 Physicals (Health Requirements). Each new employee must undergo a physical examination prior to employment to attest that the employee is in good health. The employee's health record shall be kept current with entries of illnesses, injuries and checkups as mandated by state law. All employees are required to have an annual tuberculin test at the County's expense. Employees rehired within (1) year are not required to

undergo another physical examination.

26.3 Certification. All certifications that are deemed necessary by the New Hampshire County Correctional Academy, State and/or Federal Regulations for Correctional personnel must be kept up to date and training supplied by the County Administration at the County's expense. The employees will be paid for all hours spent in a classroom/training sessions for certification. County transportation and meal allowance will be provided when necessary. The County rate for mileage will be paid if an employee uses the employee's own vehicle except when the training is conducted within Carroll County. All employees will be certified by the New Hampshire County Correctional Academy within eighteen (18) months of employment.

26.4 Leave of Absence. A regular employee may, upon proper application in writing to the Superintendent and upon the written approval, be granted a continuous leave of absence, without pay, for a period not to exceed two months. No annual leave, sick leave, or other benefits will be accumulated during any leave of absence without pay. If the employee desires to keep health insurance or any other insurance benefits in force during the leave, the employee must prepay the premiums for said benefit.

26.5 Tuition Reimbursement. A full-time regular employee, covered by this Agreement, shall upon presentation of the employee's transcript and a bursar's receipt, be reimbursed in a lump sum for the cost of tuition for courses taken provided:

- a. The courses are of a content related to the employee's occupation.
- b. The courses are approved in advance by the Correctional Administrator.
- c. The employee has received a grade of "B" or better.
- d. The total education reimbursement available to the

Unit, payable on a "first come, first serve" basis, shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) each fiscal year.

ARTICLE 27

WAGES

27.1 On April 1, 2015, Union members will be moved onto the wage scale attached to this CBA. Initial placement will be at the first step that is higher than the Union member's then current rate of pay. Thereafter, during the term of this Agreement, the following rules will apply:

- A. Union members who are at or who reach the top of the wage scale will not be entitled to any further step(s) and will instead be entitled to a cost of living increase, if such increase is approved by the County.
- 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, original appointments at a salary above the minimum rate may be paid whenever such action is in the best interest of the County.
- C. Demotion: A member who is demoted for proper cause to a lower class for which qualified, shall be employed at the minimum step in his/her lower salary range appropriate for his/her length of service. A member who is demoted as a result of a reduction in the force shall be employed at the maximum salary range of the lower class for which qualified. If the maximum salary of the lower class is the same or higher than the salary of the person demoted, the salary of the demoted person shall be the same as that previous demotion. If a member accepts a position from a higher class to a lower class the member will move on the step in the lower class shall be employed at step in his/her lower salary range appropriate for his/her length of service.
- D. Promotion: When a member is promoted, he/she shall be paid at a rate determined by locating the pay step in the new labor grade that is closest to, but not less than the member's current rate of pay in the promotion labor grade and then adding one step.
- E. Step Increase: During the term of this Agreement, step increases shall be granted at regular twelve (12) month intervals based on members' hire date for satisfactory service. (Hire date will change to date of promotion to new grade/classification for evaluation purposes)

F. The Employer may withhold an increase for unsatisfactory work performance, provided that the bargaining unit member has received a written notice indicating the intention of withholding the step increase three (3) months before their anniversary date informing the employee that they are in jeopardy of not earning a step increase based on performance. If the member does not improve their deficient performance within the three (3) month window the member will not receive their step increase and may be subject to disciplinary action up to dismissal.

27.2 Corrections Officers are eligible for forty-five cents (\$0.45) per hour premium when designated by the Superintendent or Designee as the Officer in Charge. The decision of whether to designate an Officer in Charge and which Correction Officer to designate shall be discretionary decisions by the Superintendent or designee not subject to the grievance procedure.

27.3 The differential for the second and third shifts shall be at seventy-five cents (\$0.75) per hour. Also, effective on the date this Agreement is executed, the differential for weekend shifts shall be one dollar (\$1.00) per hour.

ARTICLE 28

INSURANCE

28.1 As soon as practicable after the execution of the CBA, Union members will be offered only the Interlocal Trust HMO(MD2615) 0/10/30/50, or a substantially similar plan, with the County funding the second half of the deductible and with the County paying 80% of the premium.

28.2 The County will pay the premium for dental insurance coverage for the employee up to seventeen dollars (\$17.00) per month. The Plan will provide for a fifteen hundred dollar (\$1500.00) maximum benefit per year. 100% of the members of the bargaining unit may elect to be covered under Dental Plan C(attached)at

their own expense and the coverage will be provided, but if unanimity is not achieved, coverage under Plan C will not be provided.

28.2 The County shall provide ten thousand dollars (\$10,000.00) of Life Insurance for each employee.

28.3 Either party may request to reopen negotiations to review health insurance proposals provided the coverage is comparable to the present policy and it is economically advantageous to both parties.

ARTICLE 29
SEPARABILITY

29.0 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.

ARTICLE 30
EFFECT OF AGREEMENT

30.1 This Agreement 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.

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

ARTICLE 31

EXPENDITURE OF PUBLIC FUNDS

Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Employer unless and until the necessary specific appropriations have been made by the Carroll County Delegation at each of its appropriate annual or special meetings during the term of this Agreement. The Employer shall make a good-faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual or special County Delegation meetings.

If such funds are not forthcoming, the Employer and the Union shall resume negotiations regarding the matters affected.

ARTICLE 32

DURATION

Unless otherwise expressly provided in this Agreement, the provisions of this Agreement shall be effective on

April 1, 2015 and shall continue and remain in full force and effect until midnight March 31, 2017.

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

CARROLL COUNTY

National Correctional
Employee Union

David Louness 2/4/15

[Signature] 01/14/15

David L. Bales 2/4/15

[Signature] 01/15/15

[Signature] 2/4/15

[Signature] 1/14/15

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

Wage Scale

1-5 Years								
		Starting/New	1	2	3	4	5	
Officers-		14.25	\$14.70	\$15.15	\$15.60	\$16.05	\$16.50	
Special		16.53	\$16.80	\$17.08	\$17.35	\$17.49	\$17.63	
Corporals		17.00	\$17.38	\$17.75	\$18.13	\$18.37	\$18.67	
Sergeants		18.75	\$19.18	\$19.60	\$20.03	\$20.45	\$20.88	
*Any employee off scale and thus not entitled to a step will receive a COLA								
based on the rolling ten year CPIU average, such increase not to exceed 3% and not to be below 1 1 / 2 %								