AGREEMENT

BETWEEN THE

CARROLL COUNTY COMMISSIONERS

FOR THE

CARROLL COUNTY DEPARTMENT OF CORRECTIONS

AND TILE

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES

LOCAL 3657/COUNCIL 93, AFSCME, AFL-CIO

April 1, 2009 Through March 31, 2010

ARTICLE 1	RECOGNITION	3
ARTICLE 2	MANAGEMENT CLAUSE	4
ARTICLE 3	INTERFERENCE WITH OPERATIONS AND LOCKOUTS PROHIBITED	5
ARTICLE 4	PROBATIONARY EMPLOYEES	6
ARTICLE 5	EMPLOYEE RIGHTS	7
ARTICLE 6	HOLIDAYS	8
ARTICLE 7	VACATION	9
ARTICLE 8	UNIFORMS	10
ARTICLE 9	SENIORITY	11
ARTICLE 10	DISCIPLINARY PROCEDURE	13
ARTICLE 11	GRIEVANCE PROCEDURE	14
ARTICLE 12	PROMOTIONS	17
ARTICLE 13	DRUG AND ALCOHOL POLICY	18
ARTICLE 14	SWAPPING OF SHIFTS	23
ARTICLE 15	SICK LEAVE	23
ARTICLE 16	PERSONAL LEAVE	25
ARTICLE 17	MILITARY LEAVE	25
ARTICLE 18	MEDICAL LEAVE OF ABSENCE	26
ARTICLE 19	JURY DUTY	28
ARTICLE 20	BEREAVEMENT LEAVE	28
ARTICLE 21	BULLETIN BOARDS	29
ARTICLE 22	DUES AND DEDUCTIONS	29
ARTICLE 23	RETIREMENT	30
ARTICLE 24	SAFETY AND HEALTH	31
ARTICLE 25	HOURS OF WORK AND OVERTIME	32
ARTICLE 26	EMPLOYMENT	33
ARTICLE 27	WAGES	36
ARTICLE 28	INSURANCE	37
ARTICLE 29	SEPARABILITY	37
ARTICLE 30	EFFECT OF AGREEMENT	38
ARTICLE 31	EXPENDITURE OF PUBLIC FUNDS	39
ARTICLE 32	DURATION	39

The Carroll County Commissioners and the Superintendent of the Carroll County Corrections Department (hereinafter referred to as the "Employer") and Local 3657 of the American Federation of State, County, and Municipal Employees, AFL-CIO (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 and Corporals.

1.2 Excluded from recognition or coverage under this Agreement are all employees of the Carroll County Department of Corrections as follows: Director, Assistant Director, Superintendent, Assistant Superintendent, Major, Captain, Sergeant, Administrative Assistant, all farm employees, all maintenance employees, 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) 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 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 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 newly hired or appointed employees must serve a probationary period of one hundred eighty (180) continuous days from the date of hire and such probationary employee shall not be entitled to representation by the Union or

covered by any of the terms of this Agreement, including, but not limited to, that which is set forth in Section 4.2.

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 All employees whose position require Certification must be certified as a condition of continued employment.

4.4 The parties agree that the Employer may extend an employee's probationary period for a time not to exceed an additional ninety (90) days provided written notice of such action is given to the employee prior to the end of that employee's first one hundred eighty (180) days of 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 ten days of straight-time wages (80 hours) 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. Two (2) weeks - ten (10) days upon completion of twelve (12) months of continuous employment.

b. Three (3) weeks - fifteen (15) work days upon completion of five (5) years of continuous employment.

c. Four (4) weeks - twenty (20) work days upon completion of ten (10) years of continuous employment.

d. Five (5) weeks - twenty-five (25) work days upon completion of fifteen (15) years of continuous employment.

7.2 An employee shall be allowed no more than two (2) consecutive weeks vacation at any one time. Vacation hours not taken by the next anniversary date shall be allowed to accrue up to a maximum of eighty (80) hours (10 days).

7.3 Regular part-time employers, 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 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.

7.6 The Superintendent 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.

ARTICLE 8
UNIFORMS

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

4 Pairs of pants
6 Shirts
1 All weather jacket
1 Duty Belt
1 Pair of boots
Uniform insignia

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.

8.3 The County shall provide an inmate laundry service for staff uniforms.

ARTICLE 9
SENIORITY

9.1 Seniority shall be defined as the employees total time of continuous employment at the facility.

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. Remaining out of work after the completion of an approved leave of absence.

e. Workers' Compensation absence that extends beyond six (6) months. County shall not be required to make co-payment on Health and Dental insurance after ninety (90) consecutive days 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 Seniority shall not accrue during Workers' Compensation absence or Leave of Absence that extends more than thirty (30) consecutive days.

ARTICLE 10
DISCIPLINARY PROCEDURE

10.1 All suspensions and discharges shall be stated in writing with the reasons stated and a copy given to the employee and the Union within seven (7) administrative work days after the date of suspension or discharge.

10.2 If the County does not follow Section 10.1 above in the case of suspension, then it shall be deemed that the suspension is without merit.

10.3 Disciplinary action will normally be taken in the following order, but Management reserves the right to suspend or discharge an employee without warning for serious acts of misconduct.

a. Written Warning
b. Suspension Without Pay
c. Discharge

10.4 No employee shall be disciplined, suspended or discharged without just cause. For purposes of this Agreement, "just cause" for discipline, suspension or discharge shall be deemed to be documented misconduct or unsatisfactory performance.

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 two (2) 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 two (2) works 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 within two (2) work days after discussing the matter with the supervisor, 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 (4) work days from the date the Step 1 grievance was presented. 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 five (5) 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 five (5) 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 five (5) work days after the Superintendent's decision was rendered or if no decision was rendered within nine (9) work days, 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 within said five (5) work days, 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 ten (10) 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 ten (10) 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 this 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.

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 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

Correctional 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 made up of three (3) Senior Staff Members of the Carroll County Jail.

c. Written examination.

d. Employees taking examinations shall receive a half (1/2) point for every year of employment with the County up to a maximum of twenty (20) years or ten (10) points. To obtain these extra points a candidate must obtain a passing grade or better.

e. To be eligible for consideration for promotion, candidates must have obtained a score of at least seventy percent (70%) on the entire examination.

f. 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

13.1 Employees shall not possess, use, or sell an alcoholic or other intoxicating beverage, controlled substance, narcotic drug or possess or use a prescription drug which

impairs job performance during work hours, or report to work or attempt to work while under the influence of an alcoholic beverage or other intoxicating beverage, controlled substance, prescription drug which impairs job performance, or narcotic drug. Employees in violation of the above-stated policy shall be discharged from employment or subject to other disciplinary action as the County shall determine.

13.2 Grounds for Testing.

a. When a supervisor and/or the Superintendent has reasonable suspicion to believe that an employee of the Department is using or is under the influence of an alcoholic or other intoxicating beverage, controlled substance, prescription drug which impairs job performance, or narcotic drug while on duty. The employee may then be ordered by the Superintendent to submit to testing designed to detect the presence of alcohol, controlled substances or narcotic drugs in the body.

b. When a supervisor and/or the Superintendent has reasonable suspicion that an employee is illegally using any controlled substance or narcotic drug while employed by the Department, but off duty, the employee may then be ordered by the Superintendent to submit to toxicology testing designed to detect the presence of controlled substances or narcotic drugs in the body.

13.3 Employee's Obligations.

a. An employee's refusal to submit, when and where so ordered, to toxicology testing may result in disciplinary action, including dismissal.

b. If required by the person or agency conducting toxicology tests, the employee shall sign a consent form authorizing the release of results to the Department of Corrections.

13.4 Procedure for testing. The toxicology test performed shall be a urine (GCMS) or blood test, at the choice of the employee, or if no choice is made, at the discretion of the Superintendent.

1. Three (3) samples of either urine or blood will be drawn at the time of testing.

2. If the results of the testing of the first sample are found to be positive, a second test involving the second sample will be made to confirm the results of the first test.

3. If the test results of the testing of the first sample are found to be negative, a second test involving the second sample may be made at a different certified laboratory at the discretion of the Superintendent to confirm the result of the first test.

4. The third sample shall be given to the employee to have independently tested, if so desired, which will be at the employee's expense.

5. If the results of the first and second tests differ and an additional test is required at the

discretion of the Superintendent, the third sample that was independently tested at the expense of the employee shall be the determining test. If the employee decides not to have the third sample independently tested, then the Superintendent may order the third sample tested and that test shall be the determining test.

6. If the Superintendent decides not to require an additional test when the result of the first two (2) differ, the tests shall be deemed inconclusive.

7. The employee who has been subject to the toxicology test may, upon request, receive a copy of the report of the test results, provided however, that the Department may, upon request, receive a copy of the report of the test results of the independent toxicology test from the employee.

8. All evidentiary samples of blood and/or urine shall be handled in accordance with U.S. Department of Transportation procedures.

13.5 Employees' Rights.

9. Results of toxicology test for alcohol, controlled substances, prescription drugs, and narcotic drugs may be the cause for departmental disciplinary action, but will otherwise be kept confidential to the extent permitted by law, unless the employee consents otherwise.

10. The Superintendent shall inform the employee that results of toxicology tests for alcohol, controlled substances, prescription drugs, and narcotic drugs shall not be used by the Department in any criminal investigation or prosecution.

11. The urine testing procedure shall be so designed that employees are allowed to provide the sample in a manner which does not unreasonably subject them to embarrassment or humiliation.

(d) If the results of the toxicology test(s) is negative, the employee shall be provided the identity of the complainant upon written request.

13.6 Miscellaneous.

12. Employees who seek voluntary assistance for alcohol and substance abuse shall not be disciplined merely for seeking such assistance.

13. Employees shall not possess, use, or sell an alcoholic or other intoxicating beverage, controlled substance, or narcotic drug or possess or use a prescription drug which impairs job performance during work hours. Possession shall include, but not be limited to, concealment or storage in a locker, bag or other place accessible to the employee during work hours. Searches of personal belongings and/or lockers shall be authorized only when the Superintendent has reasonable suspicion that the employee is concealing controlled substances, prescription drugs, or alcohol in the area to be searched.

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 one (1) day 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 forty (40) days of sick leave, any days or portions thereof in excess of forty (40) shall be paid to the employee at sixty five percent (65%) current wage rate on the first pay day in December each year. An employee will also be eligible for such payment upon termination 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.

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 sixty five percent (65%) for all sick leave time to the employee's credit in excess of forty (40) days 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.

15.8 By notifying the superintendent in writing prior to November 15, an employee with more than forty (40) accumulated sick days may elect not to receive an annual sick leave payment as described in Section 15.5 and instead may carry forward sick days accrued during that year into the next year. However, any such sick days carried forward shall be available only for absences due to illness, injury or quarantine, but shall never be eligible for annual payment or payment upon termination or death.

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
MEDICAL LEAVE OF ABSENCE

18.1 Written medical leaves of absence without pay shall be granted by the Superintendent for a period not to exceed twelve (12) work weeks in any twelve (12) month period. Medical leaves of absence shall only be granted to full-time regular employees for 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.

18.2 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 Department 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.

18.3 A medical leave of absence shall not be granted until all of the employee's accumulated vacation leave and accumulated sick leave (in the case of serious health conditions of the employee, spouse, child, or parent) has been taken. The combination of paid and unpaid leave shall not exceed twelve (12) work weeks in any twelve (12) month period. 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 leaves unless a medical leave of absence is granted in accordance with Section 18.5 of this Article.

18.4 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.

18.5 Upon the approval of the Superintendent 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.

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	Sister
Son	Daughter
Grandfather	Grandmother
Father-in-law	Mother-in-law
Brother-in-law	Sister-in-law
Son-in-law	Daughter-in-law
Grandchild	
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

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.

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 Frank Sadowski, Business Manager, AFSCME Council 93, 8 Beacon Street, Boston, MA 02108, 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 the 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 Correctional Officers must be certified within one (1) year of working for the County in a full-time capacity. The County will provide training required for certification renewal at its expense. Failure to obtain and renew certification on a timely basis may lead to dismissal.

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 the County Commissioners 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 and free of communicable disease when hired. 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 one (1) year 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 The straight-time wages of members of the Bargaining Unit shall increase by **fifty cents ($.50) per hour effective April 1, 2009. Effective April 1, 2009, members of the Bargaining Unit will be eligible for a longevity premium added to their base wage in increments of $.50 for every five years of completed full-time service, which shall be phased-in annually on April 1st, then by the employees' anniversary date.**

27.2 Corrections Officers below the rank of corporal are eligible for a forty-five cents ($0.45) per hour premium when designated by the Director as the Officer in Charge. The Corporal is eligible for a twenty-five cents ($0.25) per hour premium when designated by the Director 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 Director 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, the

differential for weekend shifts shall be at sixty-five cents ($0.65) per hour.

ARTICLE 28
INSURANCE

28.1 The County will maintain the Harvard Pilgrim Health - HMO Plan until the end of this Agreement. The County will pay the following percentage of the premium:

2008 Single - 80%
Two Person - 80%
Family - 80%

The Employee will be responsible for the remainder of the premium.

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

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

The provisions of this Agreement shall be effective when executed and shall continue and remain in full force and effect until midnight March 31, **2010.**

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their duly authorized officers and representatives, this 29 day of April, 2009.

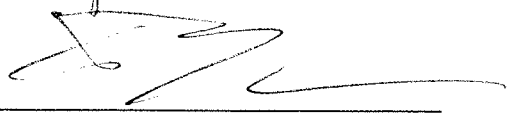
CARROLL COUNTY

David Lorenzen

AFSCME, COUNCIL 93, LOCAL 3657

David Sorensen

Dorothy Solomon



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