

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN

CARROLL COUNTY
SHERIFF'S DEPARTMENT

AND

TEAMSTERS LOCAL 633
OF NH

4/01/11 – 3/31/14

The Sheriff of Carroll County ("Sheriff") and Teamsters Local 633 of New Hampshire ("Union") hereby agree as follows:

ARTICLE 1
RECOGNITION

A. The Sheriff hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A and to the decision of the Public Employee Labor Relations Board, Case No. M-0644 (July 12, 1991), and amendments thereto, for all regular full time Deputies, Dispatchers and Clerk/Secretaries to the Deputies. Excluded from recognition or coverage under this agreement are the Sheriff, Chief Deputy Sheriff, Secretary to the Sheriff and all confidential or supervisory employees, secretaries, office clerical staff, temporary employees, probationary employees, or persons employed seasonally, irregularly or on call, all other farm and maintenance employees and all other employees of Carroll County. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those regular full time employees in the job classifications set forth in the first sentence of this Article.

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

ARTICLE 2
MANAGEMENT CLAUSE

Except as specifically limited or abridged by the terms of this Agreement, the management of the Carroll County Sheriff's Department in all its phases and details shall remain vested exclusively in the Sheriff and the Sheriff's designated agents. The Sheriff shall have jurisdiction over all matters concerning the management of the Carroll County Sheriff's Department, including, but not limited to: the exercise of all the rights, responsibilities and prerogatives relating 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 Sheriff's 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 104, 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 COUNTY OPERATIONS
AND LOCKOUTS PROHIBITED

A. 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 Sheriff's Department or 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.

B. Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section A. above, the Union shall forthwith disavow any such activity and shall take all reasonable 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

A. All newly hired or appointed Deputy Sheriffs must serve a probationary period of one (1) continuous year with the exception of newly hired or appointed Deputy Sheriffs who are certified police officers, who shall serve a probationary period

of six (6) continuous months from the date of hire. Newly hired or appointed Dispatchers and Secretaries shall serve a probationary period of six (6) continuous months from the date of hire. Probationary employees 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 B. **The Sheriff may extend in his discretion the probationary period of any newly hired employee subject to a six (6) month probationary period to one year from the date of hire. Notice of this extension of the probationary period shall be given to the affected employee in writing not later than 10 days prior to the employee's six month anniversary of hire.**

B. 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.

ARTICLE 5

EMPLOYEE RIGHTS

A. The Sheriff 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.

B. 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 Department.

C. The Sheriff and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, sexual orientation, marital status, age or disability. All such claims under this Section shall be initiated through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not 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

EMPLOYMENT

A. 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:

1. 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
2. Submission to a request for sexual favors is made either explicitly or implicitly a condition of the individual's initial or continued employment; or
3. 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.

B. Workers' Compensation. In the event an employee is injured on the job, the injury shall be reported immediately to the employee's supervisor. In the event that said injury or occupational disease occurs on the job and is compensable under Workers' Compensation, the employee shall be placed on Workers' Compensation Leave and shall be paid by the County's Workers' Compensation Insurance carrier. In order that the employee's income will not be interrupted by delayed receipt of Worker's Compensation, the County will continue the employee's regular weekly base pay for up to twenty-one (21) calendar days from the date of injury. For this procedure to be followed, the employee must immediately surrender each Workers' Compensation check to the County for the period in which the employee receives regular pay from the County.

Employees absent from work as a result of a bona fide Workers' Compensation injury are eligible for reinstatement to the employee's former position within eighteen (18) months of the date of injury, provided that:

1. The employee requests reinstatement.

2. The employee is capable of performing the duties of the position, as determined by the attending physician; and

3. The position exists and is available.

The County shall provide Alternative Work Opportunities (light duty) as determined by the Sheriff, said opportunities being consistent with the employee's limitations, as certified by the attending physician, and the appropriate provisions of R.S.A. 281-A:64, and rules promulgated by the New Hampshire Department of Labor.

C. Career Incentives. The following course reimbursement policy shall apply to members of the bargaining unit after one (1) year of service. The Sheriff agrees to provide reimbursement for each employee of up to five hundred dollars (\$500.00) per **course** for the cost of courses on a first come first served basis to the extent there are budgeted funds available, if all of the following are met;

1. The course is approved in advance by the Sheriff.
2. The course is related to the employee's job and/or is part of an approved **higher education plan in pursuit of a college degree**.
3. Reimbursement of course costs only upon completion of the course with a "C" grade or better and satisfactory proof of attainment.

ARTICLE 7
DUES CHECK OFF

A. Upon an individually written authorization card signed by the employee and approved by the Union, the Commission agrees to deduct from each employee's wages a sum for Union dues to be collected from the first paycheck of each month. The Union agrees to hold the Sheriff's Department and the County harmless from any claim or liability arising out of its deduction of dues and payment to the Union under this Section.

B. Employees will be allowed to participate in credit union automatic deductions. The Sheriff agrees to deduct for the Local Union's Credit Union, any amount, on a weekly basis, authorized in writing by the employee to be remitted to the Credit Union on a monthly basis. Deductions may be made for only one (1) credit union during any monthly period. No unlawful deductions shall be made.

C. The County will allow Employees who provide appropriate written consent to deduct voluntary contributions to the Teamsters' D.R.I.V.E. fund from their paychecks. The amounts deducted will be remitted by the County to the teamsters on a monthly basis.

ARTICLE 8
SHOP STEWARD

A. The Sheriff's Department agrees to recognize one Shop Steward and one Alternate Shop Steward to cover in the Shop Steward's absence. If a situation should arise which involves the administration of this Agreement when the Shop Steward is on duty, the Sheriff may release the Shop Steward as soon as practical to investigate the matter without loss of pay. Any resolution of this issue shall be in writing. If a settlement

cannot be reached, the Steward shall report it by telephone to the Union Business Agent. If the issue still cannot be settled, the Steward may put the matter in writing and submit it in accordance with the Grievance Procedure.

B. It is understood that time spent in grievance processing or investigation, which is done by a Union Steward or member when not working a regular shift, will not be paid for.

ARTICLE 9
JOB POSTING

A. When a vacancy occurs as a result of the establishment of a new position or termination of a current employee, the Sheriff shall have the right to fill the position. As soon as it is clear that the vacancy is permanent and will be filled, the Department shall post a notice indicating the position, its rate of pay, the qualifications required and the normal working hours for the position, which shall be subject to change at the discretion of the Sheriff.

B. The job posting shall be left on the bulletin board for five (5) days and all employees in the bargaining unit shall be eligible to sign up to indicate their interest in filling the position. Nothing in this posting procedure shall be deemed to limit the Sheriff's right to select applicants for the position from outside the Department.

C. After the closing date for applications or after the posting period of five (5) days, whichever is appropriate, the Sheriff or the Sheriff's designee shall review the qualifications of the employees who have signed the posting before seeking applicants from outside the Department. In the case of the Departmental employees, some consideration will be given to the

length of service as well as quality of performance while they have been with the Department.

ARTICLE 10
HOURS OF WORK AND OVERTIME

A. The normal work week shall be forty (40) hours of actual work per week. Nothing in this Agreement shall in any way limit or restrict the right or ability of the Sheriff to in any way change the starting and dismissal times for any employee or group of employees.

B. Authorized time actually worked in excess of forty (40) hours in one week shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. For purposes of this section, authorized worker's compensation leave shall be considered as hours worked for the computation of overtime.

C. It shall be the duty of all employees to make themselves available during the course of emergencies.

D. When possible, employees shall schedule court appearances to fall within scheduled work hours. Failure to do so may lead to discipline or discharge. In the event that a court appearance falls within off duty hours, employees shall be compensated for all hours worked with a minimum of three (3) hours at the employee's straight time rate of pay. All witness fees shall be assigned to the Sheriff's Department.

E. The swapping of shifts shall be allowed with prior approval of the Sheriff 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.

- F. Employees called back to work outside of their regularly scheduled working hours shall be paid a minimum of one (1) hour upon receipt of notice to return to duty. Employees shall be paid for the time actually worked with a minimum of three (3) hours at one and one half (1 ½) the employee's regular rate of pay or in accordance with Sections B of this article for hours worked. Employees subsequently called back in within the same three (3) hour period of their last call-in shall not receive the call-in minimum but will be paid for actual time worked after the three (3) hour minimum. For purposes of this provision, "called back to work" shall mean a communication from management and an accompanying deployment order resulting in the performance of assigned duties.

ARTICLE 11

ALLOCATION OF OVERTIME

A. Special details are assignments worked in uniform but compensation is paid at the rate of thirty dollars (\$30.00) per hour (unless otherwise agreed to by the Sheriff and the employee) by a party other than Carroll County or the Sheriff's Department. Such special detail shall be allocated as equitably as possible by the Sheriff, but no member of the bargaining unit shall work a special detail which ends within eight (8) hours before a regular shift at the Sheriff's Department, unless approved by the Sheriff.

B. Emergency overtime shall be assigned at the discretion of the Sheriff or the Sheriff's designee, with such overtime normally assigned on the basis of the geographical proximity of

the officer of the emergency scene. **Emergency overtime/call out duty shall not be refused. Employees are subject to discipline if emergency overtime/call out duty is refused.**

C. Dispatch overtime will normally be covered by requesting dispatchers on duty to extend their shift by four (4) hours and dispatchers on the following shift to report four (4) hours earlier. If the overtime need cannot be filled in this manner, the overtime shall be assigned at the discretion of the Sheriff or his designee.

ARTICLE 12
LAY-OFF AND RECALL

A. Lay-off: In the event of lay-off or job elimination, the Sheriff shall determine the order of lay-off on the basis of qualifications and job performance as indicated by evaluations. In the event that qualifications and job performance, as determined solely by the Sheriff, are equal, employees will be laid off in the reverse order of their seniority (date of hire) in their respective classifications, that is, those with the lowest seniority, first. It is understood that an employee retained must be qualified to perform the available work.

B. Recall: When employees are recalled, they shall be recalled in accordance with the qualifications necessary and previous performance evaluations within the Department, as determined solely by the Sheriff, for available positions in each classification. In the event that the Sheriff determines that the qualifications of two (2) or more employees are equal, the employee with the most seniority shall be recalled first. Recall rights shall continue for one (1) year, and if the employee is not recalled by then, the employee will lose seniority and recall rights. If a person who is on lay-off is offered recall and fails to accept and return within fourteen (14) calendar days of

written notification, the person shall lose all recall rights and seniority.

ARTICLE 13

SENIORITY

A. Seniority shall be measured from the last date of hire of any employee. Seniority shall terminate upon the occurrence of one of the following events:

1. Retirement.
2. Discharge.
3. Resignation.
4. Lay off for one (1) year.
5. Absence due to work-related illness or accident in excess of twelve (12) months.
6. Failure to return from lay-off within fourteen (14) calendar days of notification that a permanent full-time job is available.

B. Except as otherwise provided by this Agreement, the Sheriff shall not be required to provide compensation or benefits to employees who are laid off, terminated from employment, or absent from work due to illness or injury.

C. This definition of seniority and parts thereof shall have force and effect only with respect to provisions to this Agreement specifically requiring the Sheriff to make personnel decisions in whole or in part on the basis of seniority.

ARTICLE 14

WAGES

A. Effective April 1, 2011, employees in the bargaining unit shall fall under the following hourly wage schedule:

Position	Probation	2011 Wage	2012 Wage	2013 Wage
Deputy I	18.77	19.33	COL	COL
Deputy II		21.12	COL	COL
Detective I		20.86	COL	COL
Detective II		22.80	COL	COL
Sergeant I		21.88	COL	COL
Sergeant II		23.91	COL	COL
Secretary I	16.58	17.07	COL	COL
Secretary II		18.66	COL	COL
Dispatch I	14.80	15.56	COL	COL
Dispatch II		17.00	COL	COL
Dispatch Supervisor		20.62	COL	COL

COL = Cost of Living increase calculated as follows: effective on the first day of the contract year (2012, 2013) straight time hourly wages will be increased by the percentage increase in the CPI-U North East (New England Office) on that date over that index for April 1 of the prior year provided the increase shall be no more than 3% and no less than 2%.

Promotion to wage grade II shall be at the discretion of the Sheriff.

Transitional Rule: persons employed on April 1, 2011 paid pursuant to Year 1 and below under the contract expiring March

31, 2011 ("old contract") shall be I. Persons employed on April 1, 2011 pursuant to year 3 under the old contract shall be II. Persons employed on April 1, 2011 paid pursuant to year 2 under the shall receive a 2% increase over their wage paid on April 1, 2011 and upon reaching the anniversary entitling them to be paid under year 3 under the old contract shall be II.

B. Members of the bargaining unit will be eligible for a **cost of living** premium added to their base wage determined on completed years of full-time service in accordance with the following schedule:

At end of five (5) years: \$0.50 per hr.

At end of ten (10) years: \$1.00 per hr.

At the end of fifteen (15) years: \$1.50 per hr.

Each five (5) years thereafter: additional \$0.50 per hr.

C. Members of the bargaining unit designated by the Sheriff as canine handlers shall receive four dollars and twenty-five cents (\$4.25) per hour for this additional job. It is agreed that this job will require a maximum of one (1) hour per day seven (7) days per week unless changed in writing by the Sheriff. Canine handlers shall keep accurate records of working time per day and submit those records to the Sheriff on a weekly basis or more frequently if required by the Sheriff.

D. Effective April 1, 2009, the shift differential for the Midnight shift (Monday through Friday) shall be seventy-five cents (\$0.75) per hour, and for all weekend shifts shall be one dollar (\$1.00) per hour. **The shift differential for the 2nd shift (3p-11p Monday through Friday) shall be fifty cents (\$0.50) per hour.** The sheriff in his discretion may establish the position of lead dispatcher.

E. In the event that in any year covered by this Agreement the County Delegation fails to appropriate funds sufficient to cover all cost items in this Agreement or the New Hampshire Department of Revenue Administration fails to authorize a tax rate sufficient to fund the cost items in this Agreement, all agreements with respect to cost items shall be null and void and the parties shall renegotiate such cost items.

ARTICLE 15
INSURANCE

A. Health Insurance. The members of the bargaining unit shall be eligible for the Network Blue plan of the Northern New England Benefit Trust. The County will pay eighty percent (80%) of the premium for single, two (2)-person and family plans. The County's agreement to pay these percentages is expressly conditioned upon the agreement of the Northern New England Benefit Trust to limit premium increases to **ten percent (10.0%) for the length of this contract for years 2011, 2012 and 2013.**

B. Insurance Reopener. Either party may request reopening negotiations at any time to proposals to change insurance carriers or plans.

C. Disability Insurance. The County shall pay fifty percent (50%) of the premium for Short Term Disability Insurance for full-time regular employees selecting such coverage. The County shall determine the insurance provider and the coverage shall be in accordance with the terms of the policy.

ARTICLE 16

UNIFORMS

Employees covered by this Agreement may be required to wear uniforms as provided by the Sheriff. The Sheriff shall establish an annual uniform allowance account of Five Hundred and Ten dollars (\$510.00) for each Deputy and each dispatcher, to be distributed as follows:

1. For Deputies, up to a total of three hundred thirty dollars (\$330.00) annually for purchase of uniforms.
2. For Deputies, up to a total of one hundred eighty dollars (\$180.00) annually for maintenance of uniforms on a reimbursement basis upon submission of receipts, payable June 1 and December 1.
3. For Dispatchers, up to a total of two hundred eighty dollars (\$280.00) annually for purchase of uniforms.
4. For Dispatchers, up to a total of two hundred thirty dollars (\$230.00) annually to be used for dispatcher training, as determined by the Sheriff.

The Sheriff may, in the Sheriff's discretion, purchase uniform items for Employees from the account. Employees may request funds from the account to reimburse them for the purchase of uniform items. The Sheriff agrees that the funds from the account will be fairly allocated among the Employees consistent with need, particularly to replace or repair clothing damaged in the line of duty.

DISCIPLINARY PROCEDURE

A. All suspensions and discharges must be stated in writing with reason stated and a copy given to the employee, and a courtesy copy will be provided to the Union representative.

B. Disciplinary action shall normally follow this order:

1. Written warning.
2. Suspension without pay (one (1) day minimum, fifteen (15) days maximum).
3. Discharge for just cause

C. An employee may be suspended or discharged without prior warning for the following reasons:

1. Incompetency or inefficiency.
2. Insubordination.
3. Intoxication or under the influence of alcohol while on duty.
4. Conviction of or admission to a misdemeanor or a felony.
5. Unauthorized absence from duty.
6. Any serious or continued violations of Departmental rules, regulations or policies.
7. Fighting.
8. Violation of Drug and Alcohol Policy.
9. Dishonesty.
10. **Consuming or internal possession of alcohol while on duty. Possession, sales, or consumption of any illegal drug, on duty or off.**

11. Stealing.
12. Immoral conduct.
13. Falsification of records.
14. Other serious offenses justifying discharge.
15. **Abuse of office or legal authority.**

D. It is understood that nothing in this Article shall prohibit or limit the Sheriff's Department in fashioning appropriate disciplinary action, including the use of the method of suspension without pay or benefits pending investigation when it is appropriate. Furthermore, by execution of this Contract, the Union and its members agree to be bound by the rules, regulations and standard operating procedures with the understanding that management has retained the right to adopt new rules or modify existing rules and operating procedures based on appropriate notice to the employees and the Union.

E. In the event an employee receives a written warning, suspension, demotion, or other disciplinary action the employee's personnel file shall be cleared of such discipline after three (3) years from the date of the discipline, provided there are no written warnings, suspensions, demotions or other disciplinary actions during the three (3) year period.

F. All employees shall have the right to review their records upon twenty-four (24) hours' notice to the office of the Sheriff and the right to copy their files at their own expense.

ARTICLE 18

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 Sheriff'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 Sheriff may enforce this policy by requiring employees to submit to drug and alcohol tests (including, but not limited to, providing urine and blood samples) and/or by conducting searches of employees and their personal belongings and vehicles. The Sheriff may authorize drug and alcohol tests on a random basis, but searches of personal belongings, lockers, or vehicles shall be authorized only when the Sheriff 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 Sheriff in the administration of this policy shall lead to disciplinary action or termination. Any drug tests administered under this policy shall comply with U.S. Department of Transportation procedures.

ARTICLE 19

GRIEVANCE PROCEDURE

A. For the purpose of this contract, a grievance is defined as a written claim or complaint which is filed and signed by an employee in the Bargaining Unit. Grievances are limited to alleged violations of specific provisions of this Agreement and must describe the specific Article and Section of this Agreement which has allegedly been violated, the date of the alleged violation, all witnesses to same and the relief requested.

B. Whenever an employee in the Bargaining Unit has a grievance as defined in Section 1 above, the following procedure shall be utilized or such grievance shall be deemed waived.

Step 1. The employee involved shall file the grievance in writing as specified above with the Sheriff and the Union within five (5) work days from the date of the event which gives rise to the alleged grievance. Claims filed after the (5) work days are not grievable.

Step 2. If the grievant is not satisfied with the disposition of the grievance by the Sheriff, or if no decision has been reached within ten (10) work days after filing with the Sheriff, the grievant, together with the Union, may file the written grievance with the Carroll County Commissioners within five (5) work days after the receipt of the Sheriff's decision, or when the decision should have been rendered. The Commissioners shall hear the grievance within ten (10) work days after receipt of the written grievance and render a written decision within five (5) work days after hearing the grievance. Any decision by the Commissioners shall be advisory to the Sheriff. The Sheriff shall have five (5) work days to notify the grievant, the Union and the Commissioners in writing whether or not the Sheriff accepts the Commissioners' advisory decision.

Step 3. If the Union is not satisfied with the Sheriff's disposition of the Commissioners' advisory decision or if no decision has been rendered by the Sheriff when due, the Union may submit a written request to the New Hampshire Public Employee Labor Relations Board to appoint an arbitrator to resolve the grievance. Said written request for appointment of an arbitration must be submitted within ten (10) work days after the date of the decision of the Sheriff Sheriff's decision was due. 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.

C. Subject to the provisions of RSA 542 in cases where the arbitrator has exceeded contract authority, the decision of the arbitrator shall be final and binding on the parties as to the matter in dispute.

D. 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.

E. If the grievance is not reported or appealed by the grievant and/or the Union 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. If the grievance is not processed by the Sheriff or the Commissioners within the time limits set forth above, the grievant and/or the Union may move the grievance to the next step of the Grievance Procedure unless the parties mutually agree to an extension of the time limits.

F. The fees and expenses of the arbitrator shall be paid by the losing party. Each party shall make arrangements for and pay the expenses of witnesses which are called by them who are not County employees.

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

H. Excluded from this grievance procedure are grievances which question the exercise of rights set forth in Article II of this Agreement, entitled Management Clause, or which question the

use or application of any right over which the Sheriff or the Sheriff's designated agents have discretion.

I. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Sheriff or an appropriate member of the staff of the Carroll County Sheriff's Department and having the grievance adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE 20

VACATIONS

A. Employees covered by this Agreement shall be entitled to paid vacations in accordance with the following:

Five (5) work days per year upon the completion of one (1) year of continuous employment;

Ten (10) work days per year upon the completion of two (2) years of continuous employment;

Fifteen (15) work days per year upon the completion of three (3) years of continuous employment;

Seventeen (17) work days per year upon the completion of five (5) years of continuous employment;

Nineteen (19) work days per year upon the completion of seven (7) years of continuous employment;

Twenty (20) work days per year upon the completion of ten (10) years of continuous employment.

One (1) additional work day per year upon the completion of ten (10) years of continuous employment for each additional year of continuous employment.

B. Vacations must be taken in increments of at least one (1) day at a time and no more than two (2) continuous weeks of vacation may be taken at any one time. All requests for vacation must be made to the Sheriff at least two (2) weeks in advance. No vacation may be taken unless the Sheriff has provided prior written approval. Vacations shall not interrupt or interfere with the normal operations of the Carroll County Sheriff's Department. The Sheriff shall have the right to change the vacation schedule so as to prevent any such interruption or interference. Vacations do not accrue from year to year. Carry-over of vacation days to the next year will be permitted if the employee was requested by the Sheriff to postpone a pre-scheduled vacation due to the demands of Department business. **Deleted sentence.**

C. Vacations will be posted on an annual basis and will be selected on the basis of seniority. No employee may choose more than two (2) weeks on the first run through the list. The Sheriff shall decide how many employees out of any job classification or category in the bargaining unit may be on vacation at one time.

ARTICLE 21

HOLIDAYS

A. The following holidays are recognized by the parties to this agreement:

New Years Day
Washington's Birthday
Civil Rights Day
Memorial Day

Independence Day (July 4)
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Christmas

B. Members of the Bargaining Unit employed full-time by the Sheriff's Department on the date of a holiday will receive credit for one day holiday pay, regardless of whether the employee actually works on the holiday. Payment will occur upon termination of employment or in the case of continued employment on the last pay day of November each year.

C. The Secretary II position will receive 8 hours of holiday pay in their pay check on the next pay period.

ARTICLE 22
MEDICAL LEAVE OF ABSENCE

A. Written medical leaves of absence without pay shall be granted by the Sheriff 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.

B. 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.

C. 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) months period.

D. 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.

E. Upon the approval of the Sheriff 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 23 MILITARY LEAVE

To foster and encourage service in the United States Military Reserve and the National Guard, the Sheriff's Department will grant an unpaid leave of absence to any employee on active military duty. Provided the employee returns to work within thirty (30) days of the end of the military duty, the employee shall be restored to the same level of benefits and compensation that would have pertained if employment had not been interrupted by military service. **The Sheriff in his discretion may approve up to 15 paid days per year for employees who are members of the**

National Guard or Military Reserve and are on orders for training or temporary duty.

ARTICLE 24

BEREAVEMENT

A. All Employees shall be entitled to Bereavement Leave up to three (3) days with pay for death in the family.

B. An additional two (2) days may be granted by the Sheriff, at the Sheriff's discretion, for a death in the immediate family.

C. Family shall be defined as follows: Spouse, Child, Adopted Child, Parent, Parent by adoption, Brother, Sister, Grandparent, Grandchild, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, or other relatives as approved by the Sheriff.

D. Extensions may be granted by application to the Sheriff.

E. Upon request by the Sheriff, an employee shall provide proof of the death of the family member (death certificate or newspaper clipping) and proof of family relationship.

ARTICLE 25

PERSONAL LEAVE

A. Full-time Employees covered by this Agreement shall be entitled to personal leave after six (6) months of employment. Personal leave shall be earned at the rate of one and one-quarter (1 1/4) day per month at the end of each month worked up to a maximum of fifteen (15) working days per year. Personal leave that is accrued but not used at the end of each calendar year

will be paid to the Employee at the rate of three-quarters (3/4ths) days for each day of unused personal leave. **The employee can choose to accrue and carry a maximum of 40 hours of personal leave beyond the calendar year.** Personal leave does not accrue while the Employee is out of work on Workers' Compensation, disability, leave of absence or other reason.

B. Except as provided for herein, personal leave may be utilized for sickness or accident to the Employee or a member of the family or for other reasons of personal emergency. Up to three (3) days of the personal leave days earned in accordance with Section A. of this Article may be used as personal time off for purposes other than the reasons stated above, and shall be granted in accordance with the employee's preference provided the needs of the Department are met and the employee gives at least twenty four (24) hours notice. Personal leave with pay may not be used for injury or other disability which is compensated under the Workers' Compensation law or disability insurance.

C. An Employee shall be advanced personal leave (up to a total personal leave of fifteen (15) days in any calendar year) prior to accrual if the Employee is required to miss work due to personal illness or injury. As a condition of eligibility for advanced personal leave, the Employee shall execute a form (Appendix A) which, in the event the Employee terminates employment prior to earning back the advanced personal leave, authorizes the Sheriff's Department to withhold from the Employee's final paycheck an amount sufficient to pay back a deficiency in the Employee's personal leave account. The Sheriff may require a doctor's certification of personal illness or injury.

D. Employees with accrued sick leave on the date of the ratification of this Agreement shall be entitled to carry forward up to thirty (30) days in a special sick leave account (Appendix

B). Days from this account shall be available to the employee only in the event of serious illness or injury based on a physician's certification that the employee is unable to work for a period of ten (10) workdays or more. Under no circumstances, including but not limited to termination of employment, shall days in this sick leave account be compensable in cash.

ARTICLE 26

LEAVE OF ABSENCE

A. Written leaves of absence without pay may be granted by the Sheriff for a period not to exceed six (6) months.

B. Upon expiration of the leave, the employee shall be reinstated to the same position or a comparable position as held before the leave was granted unless the employee's position was eliminated during the leave of absence as a result of a bonafide reduction in force or restructuring of the work force.

C. Failure of the employee to report promptly at the expiration of the leave shall be cause for dismissal.

ARTICLE 27

RETIREMENT

Deputies are enrolled in the New Hampshire Retirement System, Group II, and are required to meet the requirements of the Group II program upon completion of their probationary period. Dispatchers and Clerk/Secretaries to the Deputies are enrolled in the New Hampshire Retirement System, Group I.

ARTICLE 28

EMPLOYEE INDEMNIFICATION

The Sheriff's Department shall defend all employees against any claims made against them arising out of an act or omission by the employee while acting in good faith within the scope of their employment. The Sheriff's Department shall indemnify all employees for any judgments entered against them arising out of an act or omission by the employee acting in good faith within the scope of their employment, to the extent that the claim is within the scope of coverage of any insurance policy maintained by the Sheriff's Department. Nothing in this Article or in this Agreement shall require the Sheriff's Department or the County to defend or indemnify employees against criminal charges of any type.

ARTICLE 29

SEPARABILITY CLAUSE

Should any provision of this Agreement be held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any court, all other provisions of this Agreement shall remain in force. In the event that this Agreement shall provide more advantageous benefits than those required by law, the terms of this Agreement will prevail unless to do so would be unlawful.

ARTICLE 30

COMPLETE AGREEMENT AND WAIVER CLAUSE

A. This Agreement constitutes the entire Agreement and final resolution of all matters in dispute between the Sheriff 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.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right

and opportunity to make demands and proposals 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 opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to bargain collectively on any subject at any time.

C. This Agreement contains all of the agreements and understandings between the parties and supersedes all previous agreements and understandings, and no oral agreement or understanding survives the execution hereof.

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 Sheriff or Commissioners, unless, and until, the necessary specific appropriations have been made by the Carroll County Delegation at each of its appropriate annual meetings during the term of this Agreement. The Sheriff shall make a good faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual Carroll Delegation meetings. If such funds are not forthcoming at any time during the term of this Agreement, the Sheriff and Union shall resume negotiations regarding the matters affected.

ARTICLE 32

DURATION

This Agreement shall be effective as of April 1, 2011 and expire and terminate at midnight, March 31, 2014. If either party wishes to enter negotiations for a successor to this Agreement, written notice shall be delivered or postmarked at least one hundred and twenty (120) days prior to Carroll County's Budget Submission Date of December 1.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their duly authorized officers and representatives, this 8 day of December, 2011.

CARROLL COUNTY

TEAMSTERS LOCAL 633 OF
NEW HAMPSHIRE

David Lensen

David Wroughton

[Signature]

Thomas D. Norman

Dorethy Salomon
