COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HILLSBOROUGH COUNTY, NH

AND THE

TEAMSTERS LOCAL 633,
SUPERVISORY EMPLOYEES OF THE
HILLSBOROUGH COURNTY DEPARTMENT OF
CORRECTIONS

FOR

JULY 1, 2014 TO JUNE 30, 2015

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AGREEMENT

The County Commissioners of Hillsborough County, hereinafter referred to as the "Commissioners", and the Correctional Superintendent, hereinafter referred to as the "Superintendent", and the Teamsters Local No. 633 of New Hampshire, hereinafter referred to as the "Union" hereby agree as follows:

Article I
Recognition

1.1 The Commissioners hereby recognize the Union as the exclusive bargaining representative pursuant to the provisions of NH RSA 273-A for all full time employees and regular permanent part time employees in the following classifications:

Shift Commanders, Lieutenants, Training Coordinator, Buildings and Grounds Supervisor, Work Release Supervisor, Education Director, A.H.C. Supervisor, Records Supervisor, Projects Supervisor, Housekeeping Assistant, Teacher, Mental Health Clinician, Classification Case Worker, Sergeants, Food Service Supervisor, Housekeeping Supervisor, Account Clerk II, Nurse II, Cook II, Maintenance Technician and Secretary II.

Excluded from recognition or coverage under this Agreement, are all employees of the Hillsborough County Department of Corrections who are not within the job classifications set forth in the preceding paragraph.

1.2 For the purpose of this Agreement, regular, permanent part time employees shall be only those employees who, as of January 1, of each year have worked during the preceding year on a regular and permanent basis and have worked at least 1040 hours of the entire year immediately proceeding January 1.

If a regular permanent part time employee has finished his/her probationary period (as defined in Article II) as of January 1, but has not been employed by the Division for an entire year, then, whether or not such employee shall be considered a regular permanent part time employee and covered by this Contract shall be determined as follows: If such employee has averaged twenty (20) hours of work each week for their period of employment prior to January 1, which average shall be determined by dividing the total number of hours worked during such period by the number of weeks employed by the Division, then such employee shall be considered as regular permanent part time employee and covered by this Agreement. If such employee has not averaged twenty (20) hours a week during his/her period of employment, then he/she shall not be covered by this Contract.

If a permanent part time employee has not finished his/her probationary period as of January 1, then such employee shall not be eligible for coverage under this Agreement until January 1 of the next year.

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 1.

ARTICLE II
Probationary Period

2.1 New employees in the job classifications set forth in Section 1.1 shall serve a probationary period of one hundred twenty days (120) or 960 hours (absences shall not be counted) during which time they shall be termed "probationary employees".

2.2 Probationary employees service with the Division may be suspended or terminated for any reason and at any time by the Division in its sole discretion and neither the employee so suspended or terminated nor the Union shall have recourse to the grievance procedure concerning any such suspension or termination.

2.3 During the probationary period, an employee shall not be covered under this Agreement or eligible for employee benefits. After an employee has served his probationary period of employment, he or she shall become a regular full time employee or regular permanent part time employee, as defined in Article I of this Agreement, entitled "recognition" and his or her period of employment shall be computed from the original date of hire by the division.

2.4 The Superintendent may extend the probationary period of an employee for up to sixty (60) additional days. The affected employee and the Union shall be provided with at least a seven (7) day advance notice of any extension.

ARTICLE III
Interference with County Operations and Lockouts Prohibited

3.1 The Union and the County agree that they both desire uninterrupted service. Therefore, in consideration of this Agreement, the Union, its officers, and agents agree that they will not authorize, sanction or condone a strike, stoppage, work slowdown, boycott or any other action interfering with or designated to interfere with the work or to the operations of the Correctional Superintendent during the term of this Agreement, and the County agrees that it will not engage in any lockout during the term of this Agreement.

3.2 Both parties agree they will immediately disavow any such activity and shall take all reasonable means to induce such employees to terminate such activity forthwith, including, but not limited to, such actions as may be available pursuant to NH RSA 273-A:13, which same action will be available although NH RSA 273-A:13 may be amended during the term of this Agreement.

ARTICLE IV
Dues and Deductions

4.1 Upon written authorization by a union member covered by this Contract and approved by the Union Secretary Treasurer, the Correctional Superintendent, through his designated agents, agree to deduct from the pay of each Union member so authorized the current Union dues as certified to the Correctional Superintendent by the Secretary of the Union. Said deductions shall be made each pay period, provided, however, that if any employee has no check coming to him or her 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 the pay period.

The Commissioners or their designated agent shall send the amount so deducted at least one time per month to the Treasurer of the Union. In no case shall the Commissioners attempt to collect fines of assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union or the Commissioners over the matter of deductions, the Union agrees to defend and hold the Commissioner's harmless in any such dispute.

Any employee who is in the bargaining unit and is not a member of the Union but wishes to have the Union represent them in grievances, shall assume full financial responsibilities as to the actual costs of processing said grievances.

4.2 When an employee has signed a dues deduction authorization card, he or she shall continue dues deductions until July 1st. Upon written request by said employee, dues deduction shall be stopped. Any employee promoted to a management position shall, upon completion of their probation, stop dues deduction by a Union withdrawal card.

The Union shall post by June 1st, of each year in a conspicuous location, notification that the window period for stopping dues deduction will be open from June 15-30.

ARTICLE V
Hours of Work and Overtime

5.1 The normal work week for those not on a 4/2 schedule shall be forty (40) hours of actual work per week and the normal work day shall be eight (8) hours of work per day in any one day provided, however, that nothing in this provision shall in any way limit or restrict the right or ability of the of the Correctional Superintendent to, in any way, change the starting or dismissal times of any employee or group of employees due to extenuating circumstances.

Non-essential employees shall work hours prescribed by the Superintendent and shall be provided with a half hour (1/2 hour) duty free lunch period.

Essential employees may not leave the facility during working hours or breaks without the permission of the supervisor. Non-essential employees may leave the facility during meal breaks by notifying a supervisor in advance.

5.1a The Records Supervisor may have their hours of starting and dismissal times changed by (3) three hours earlier or later than the present shift schedules, Article, 5.1 notwithstanding.

5.2 Authorized time worked in excess of eight (8) consecutive hours in one day or authorized time worked in excess of forty (40) hours in one week shall be compensated at the rate of one and one half (1½) times the employees regular hourly rate of pay, except those employees in 5.3 on rotating shifts. In determining whether an employee is entitled to compensation at the overtime rate for authorized hours worked in excess of forty (40) hours in one regular week, any time worked in excess of eight (8) hours during a single work day will not be counted. The overtime premium or rate shall not be pyramided, compounded, added together, or paid twice for the same time worked. Absences for any reason other than absence because of a paid holiday or injury on the job shall not be counted as hours or days worked in determining whether or not an employee is entitled to compensation at the overtime rate.

a. For those employees covered by Section 5.3 authorized time worked in excess of eight and one-half (8½) consecutive hours in one (1) day or thirty four (34) hours in the "short week" or forty two and one-half (42½) hours in the "long week" shall be compensated at the rate of one and one-half (1½) times the employees hourly rate of pay.

5.3 The following work weeks will apply: (Hours of work shall be at the Superintendent's discretion consistent with the hours outlined)

4 & 2 rotating shifts – Sergeants, Lieutenants, Shift Commanders, and/or Co. Commanders, Classification Case Worker.

The regular work day for employees on rotating shift shall be 8 ½ hours and their days on and off duty shall be computed according to the "four and two system".

5 & 2 fixed days off	
2 shifts: 7-3 and 3-11	- Work Release Supervisor
	A.H.C. Supervisor
	Records Supervisor
	Lieutenants
Admin. Week - Mon.-Fri.	- Buildings and Grounds Supervisor
	Education Director
	Training Coordinator
	Lieutenants
	Teacher
	Mental Health Clinician
	Secretary II
	Account Clerk II
5 & 2 fixed days off	- Housekeeping Supervisor
	Food Service Supervisor
	Maintenance Technician
3 shifts: 7-3, 3-11, 11-7	- Nurse II
Flex Schedule	- Housekeeping Assistant
	Work Project Supervisor
	Cook II

The Superintendent will assign the number of employees on the 5 and 2 work week shifts as he deems necessary.

5.4 Overtime opportunities shall be distributed equitably among employees with similar job assignments. Any employee called back to work from vacation shall be paid time and one-half for all hours worked. The Superintendent shall have the authority to determine the level of authorization for overtime.

5.5 It shall be the duty of all able-bodied employees to make themselves available during the course of emergencies. Any employee required to work overtime shall be paid the OT rate regardless of any other benefit time paid in that work week.

5.6a. Employees covered by this Contract who are required to attend Court for reasons related to their job 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, or may be kept by the employee if the case was non-work related and the employee was not being paid by the County.

b. Employees covered by this Contract who are required to report to Court for jury duty on a normally scheduled work day shall receive their base rate of hourly pay for such time spent. An affected employee must notify his/her supervisor as soon as possible and report to work on any day that he/she is not needed to serve the court and/or when dismissed early from jury duty. An employee required to report to Court during previously scheduled second shift hours shall report to work at the time such court time ends.

c. These provisions do not apply to third shift employees.

5.7 An employee covered by this Agreement who has left their normal place of work for their residence and is called back for overtime work shall be guaranteed a minimum of four (4) hours work at time and one half the employee's regular hourly rate of pay.

5.8 Upon completion of the emergency work and if the employee does not want to avail themselves for four (4) hours work, they will be paid only for the time worked at time and one half their regular hourly rate of pay and the County shall not be required to pay a minimum four (4) hours.

5.9 If an employee is unable to report to their shift, they must notify the facility no less than one (1) hour beforehand except under extenuating circumstances.

5.10 No one is allowed to work more than (17) hours without an eight (8) hour break.

5.11 All Correctional Officers must be certified within one year of working for the County in a full time capacity. All CPR certifications must be renewed yearly.

5.12 Support staff shall be provided with the opportunity to attend correctional training sessions, as determined necessary by the Superintendent or designee.

5.13 Lieutenants and Sergeants are allowed to swap shifts within the same work week subject to the approval of the Chief of Security.

5.14 It is agreed that Management will make every attempt to provide training to covered employees regarding working with large groups of I.N.S. and Federal prisoners. The scope and content of such training will be solely at the discretion of the Correctional Superintendent, with the provisos that such training be related to the above subject and that, at a minimum 75% of covered employees are trained in this subject annually (July 1 - June 30) for the length of this Agreement.

ARTICLE VI
Seniority

6.1 There shall be two types of seniority:

a. Job seniority, which shall be determined by an employee's continuous length of service in a specific job classification.

Probationary employees shall not be covered by this Article until they have completed their probationary period as defined in Article II and have become either permanent full-time or permanent part-time employees, at which time their seniority shall be computed from their date of original hire by the Division.

b. Division seniority for permanent full-time employees shall be used for the purpose of selection of vacation from the vacation schedule as set forth in Article IX, entitled "Vacations".

A part time Correctional Officer's job seniority upon promotion to full-time shall start effective with full-time status. His or her original date of hire shall prevail for all other purposes.

6.2 Preference shall be given to employees in the order of their job seniority:

a. To work opportunities in the event of layoff or reduction of personnel within their job classifications of five (5) working days or less, provided, however that any such layoff or reduction of personnel must be for at least one full work day, and

b. In recall to work after layoff or reduction of personnel within their job classifications of five (5) working days or less, such layoff or reduction of personnel must be for at least one full work day, and

c. Provided, however, that any such seniority rights shall prevail in cases of layoff and recall only where any employee's ability, experience, training and work record are, in the reasonable opinion of the Correctional Superintendent equal with other employees in the job classification affected and the employee is able to fill and such work opportunity and return to work.

6.3 In the event of layoff or reduction in the work force for at least one full work day, probationary employees in those job classifications affected will be laid off first. Next, employees with the least job seniority will be laid off according to their job seniority within the affected job classification pursuant to the provisions of Section 3 of this Article.

6.4 In the event of a layoff or reduction of work force in any job classification of more than five (5) work days, employees shall be laid off from that classification and assigned to the next lower job for which, in the Correctional Superintendent's reasonable opinion, they have the necessary ability, experience, and training required for the position. However, they shall not be assigned to any such lower job unless they have longer Division seniority than other employees in the lower job classification. In the event an employee is assigned to work in a lower job classification pursuant to the provision of this Section, said employee shall be compensated at the wage rate assigned to that lower job classification. Displaced employees in the lower job classification shall have the same right of reassignment to other lower job classifications as set forth in this Section 6.4.

6.5 Upon receiving a promotion, an employee's name shall be entered at the bottom of the seniority list for that job classification to which they have been promoted, regardless of their Division seniority, and he or she shall be considered to be junior or youngest employee in that job, regardless of Division seniority or other employees already in that job, until such time as subsequent promotions are made to this job. New promotions shall be entered at the bottom of the particular job seniority list concerned.

6.6 In the event of a recall to work after layoff or reduction on Division personnel, notice of recall shall be sent to the laid off employee's last known address as shown on the Division's records. The recall notice shall state the time and date on which the employee is to return to work. 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 Division shall call upon the laid off employee in the order of their seniority in accordance with the provisions set forth above either personally or by telephone until an employee who is able to return to work immediately is located. In such case, the employee is able to return to work immediately will be given temporary assignment not to exceed seven (7) calendar days and 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 illness or injury, make themselves available for such work assignment no later than said seven (7) calendar day period after the notice has been given or they shall forfeit such seniority status as they have accrued with the Division, 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 his seniority status and shall be entitled to another notice of recall.

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

a. Discharge for just cause, pursuant to disciplinary policy Schedule B attached hereto

b. Voluntary quit, resignation, or retirement

c. Failure to respond to a notice of recall, as specified in Section 6.6, of this article.

d. Remaining on layoff for more than twelve (12) months work without advising the Division and giving reasons satisfactory to the Correctional Superintendent for such absence, or giving a false reason for the leave of absence.

e. Illness or injury off the job resulting in inability to perform his or her regular work with the Division, which lasts longer than twelve (12) months, except as otherwise agreed mutually between the parties.

6.8 An employee who is hired for only a limited period of time to fill a vacant permanent full time employee's or permanent part time employee's position for a limited duration, not exceeding one (1) year, shall not be entitled to the terms of this Agreement until such employee has served in this position for the appropriate probation period. Upon the return of the regular employee to his or her position, the employee who has been filling this position shall lose all rights granted under this Agreement.

6.9 The Division shall establish separate seniority lists for regular full time employees and regular part time employees, as defined in Article I, entitled "Recognition", as of January 1st each year. Any objections to the seniority lists as established must be reported to the Correctional Superintendent within fifteen (15) days from the date the list is posted or will stand approved and be final.

6.10 It is specifically agreed that in the event any of the provisions of this Article conflict with any ordinances or other law or regulation, then any such provision of this article or application thereof will not be deemed valid and subsisting and any such ordinance, law, or regulation shall

supersede the provisions of this Article. In the event of any such conflict, all other provisions of this Agreement and applications thereof will continue in full force and effect.

ARTICLE VII
Promotions and Transfers

7.1 If a permanent job opening or permanent vacancy occurs in a job classification set forth in Article I attached hereto and covered by this agreement, and the Division determines to fill such openings, the open job will be posted for a period of ten (10) days (Monday through Sunday). The notice of the open job shall contain a brief description of the job and its pay range. Permanent full time employees covered by this agreement who desire such open job may submit their application for such job to the Correctional Superintendent or his authorized representative in writing within the ten (10) day posting period.

7.2 In the event no applicants have, in the Correctional Superintendent's opinion, the necessary ability and/or qualifications, the open job will be re-posted for an additional five (5) administrative work days as defined below. During the second posting period, the Division shall consider applications received first from permanent part time employees and then fill the open job regardless of whether or not there are full time employees covered by the terms of this agreement or employed by Hillsborough County. Full time employees who submitted applications for the open job during the original posting period will be considered during the second posting period on the basis of their original application.

At the end of the first ten (10) day posting period, the Correctional Superintendent shall, upon request, give the Union's Chairman a list of those full time employees covered by this Agreement who have been absent for the entire ten (10) day posting period, and any such absent employees shall have five (5) administrative work days from the date the Union's Chairman received the list to apply for the job. Only those full time employees who have been absent for the entire first ten (10) days posting period will be eligible to apply for the open job within the additional five (5) days set forth on preceding sentence.

Any such job opening may be filled temporarily by the Correction Superintendent or until there has been a permanent assignment to the job.

7.3 An applicant who has been selected for the open job will be given a period of ninety (90) days within which to qualify for the job and illustrate that he/she has the ability to satisfactorily assume the responsibility and perform the duties of the job. During the qualifying period, he or she will receive the rate of pay for the job being filled. If, at any time within the ninety (90) day qualifying period, the employee does not, in the opinion of the correctional Superintendent, qualify for the job, and illustrate that he/she has the ability to satisfactorily assume the responsibility and perform the duties of the job he or she shall be returned to the permanent job he or she held immediately prior to being chosen to fill the open job. Likewise, if, during the ninety (90) day qualifying period, the applicant chosen wished to return to his or her permanent job immediately prior to his or her selection, then said applicant shall be returned to that job.

7.4 If there are no qualified applicants for any open and posted jobs, the Correctional Superintendent shall have the right to fill such jobs at his discretion.

7.5 An employee covered by this Agreement may be temporarily assigned to the work of any position of the same or lower job classification pay grade within the bargaining unit without any change in pay. Upon the termination of such temporary assignment, such employee shall be returned to his or her original classification.

If an assignment to a lower job classification pay grade is made due to a layoff or reduction of personnel pursuant to the seniority "bumping" provisions in Article VI, Section 4, then the employee's pay grade for such assignment shall be the wage rate assigned to the lower job classification. .

When an employee is temporarily assigned to work in a higher job classification or pay grade for a period of one full work day or longer, such employee shall receive the rate of the higher pay grade during such temporary assignment. Upon the termination of such temporary assignment, such employee shall be returned to his or her original job classification at his or her original rate of pay prior to the temporary assignment

7.6 Regular permanent part time employees, as defined in Article I, Section 1.2 shall not be covered by the provisions of this Article, except as permitted in Section 1.2.

7.7 The County will post openings for management positions. The final decision shall be made by the Correctional Superintendent and that decision shall not be subject to the grievance procedure contained in this Agreement.

ARTICLE VIII
Holidays

8.1 The following days will be recognized as holidays:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day
Hanukkah	Yom Kippur
Employee's Birthday	

Effective January 1, 2013 the Employee's Birthday holiday shall be eliminated for all employees.

8.2 Permanent full time employees whose regular work schedule is based on an administrative work week of Monday through Friday shall receive time off for the holiday with pay. If a full time employee, whose regular work schedule is based on an administrative work week on Monday through Friday, is required to work on one of the holidays listed on Section 8.1, then that employee shall be paid in accordance with the overtime provisions of Article V, Section 5.2, in addition to a regular day's pay for the holiday. Those permanent full time employees whose regular five day work schedule changes due to the rotating work schedules and whose normal work schedule require work on holidays, Saturdays and Sundays shall be paid an additional day's pay for each of the Holidays set forth in Section 8.1 above. In the event of a permanent full time employee working a rotating work schedule is called to work on their regularly scheduled holiday off, they shall be compensated in accordance with the overtime provisions of Article V in addition to the holiday pay.

8.3 An employee shall be entitled to holiday pay if he or she works the regular scheduled day preceding and the regular scheduled day following a particular holiday, unless that employee's failure to work on either day results from an excused absence. If such absence is due to illness, the employee must provide a doctor's certificate certifying to such illness in order to be eligible for holiday pay. Any employee scheduled to work on a holiday must work the regular scheduled day before, on the holiday and the regular scheduled day after the holiday, to receive holiday pay.

8.4 It is agreed by the parties hereto, that permanent part time employees as defined in Article 1, Section 1.2, shall be paid the holiday pay when said employee is actually working on any of the designated holidays as defined in Article 8, Section 8.1.

8.5 It is understood that those employees observing Yom Kippur and Hanukkah shall not be granted holiday pay for Christmas and New Year's Day.

ARTICLE IX
Vacations

9.1 Full time employees shall be entitled to paid vacations as follows:

Two Weeks – (10 work days) upon completion of twelve (12) continuous months of employment.

Three Weeks – (15 work days) upon completion of four (4) years of continuous employment.

Four Weeks – (20 work days) upon completion of ten (10) years of continuous employment.

Five Weeks – (25 work days) upon completion of fifteen (15) years of continuous employment.

Five Weeks and Four days - (29 work days) upon completion of twenty (20) years of continuous employment. Any employee whose retirement is solely formulated from NHRS Group II or any employee hired after July 1, 2006, shall not be eligible for this step.

The Correctional Superintendent or designee shall determine the time and the order in which vacations may be taken. Vacation time will not be cumulative.

9.2 The Correctional Superintendent shall use every reasonable effort to give at least thirty (30) days prior notice of the vacation schedule to the employees, provided, however, that the Correctional Superintendent has the right to change said vacation schedule so as to prevent any interruption or interference with the normal operations of the facilities directed by the Correctional Superintendent.

9.3 Vacations are provided for rest and recuperation with a view to future service.
Every employee shall on their anniversary date of hire, be credited with the appropriate vacation hours. Those hours may be taken at any time within the ensuing year. Vacation hours not taken by the next anniversary date shall not accrue, but be forfeited.

9.4 Regular permanent part time employees as defined in Article 1, Section 3, shall be covered by the provisions of this Article, on a pro-rated basis.

9.5 It is agreed that vacation allowance may be taken, one day at a time, provided the request is submitted to the immediate supervisor for approval one (1) week prior to taking said day or days, except in an emergency. Use of vacation leave will not exceed more than two (2) consecutive weeks at a time, except in an emergency.

9.6 Any employee who desires to change their approved dates of vacation shall not be allowed to bump any other employee who had their vacation time approved by the Division.

9.7 An employee absent from work due to Workers Compensation or disability leave, who has previously accrued but who has not yet used vacation time and who is likely to continue to be out of work on his/her upcoming anniversary date, may request to be compensated for any previously accrued vacation. Such request must be made prior to the anniversary date, on or before the date which equals the amount of vacation requested, and shall be granted if loosing vacation time is likely to otherwise happen.

9.8 An employee who is absent from work due to non-work related disability leave of absence for longer than one hundred sixty (160) hours shall no longer be credited with accrued vacation time on his/her anniversary date. The date on which vacation will be credited will be the date which equals fifty-two (52) weeks of active service since last credited with vacation time. This adjusted anniversary date is to be used only for the purpose of crediting the employee with vacation time, and shall remain in effect from that point forward, absent further absences longer than 160 hours, which will then generate another change in the vacation credit date.

9.9 An employee who is a member of the Armed Forces who is required to attend yearly training sessions shall be paid the difference between their normal base wages (excluding shift differential and hazard pay) and the amount paid by the military. Such payment is limited to two (2) weeks per year, and shall occur on the normal pay day after the employee shows proof of military pay received.

ARTICLE X
Sick Leave

10.1a. Each regular full-time employee who has completed the probationary period shall be credited with eleven (11) days of sick leave on the first full pay period of each calendar year. Any employee who separates employment will have their sick time prorated.

b. Each employee newly hired in a position in this bargaining unit will become eligible to accrue sick leave on the day after his/her successful completion of the probationary period. Such employee shall, at the end of each month and until January 1st of the following year, be credited with 7.33 hours of sick time. Subparagraphs a and b shall become applicable at that time. Any employee transferred or promoted to a classification covered within the recognition clause shall accrue sick time at the rate of 7.33 hours per month. Employees who have used all of their prorated sick leave on the date of separation notice will not be allow to use sick leave prior to separation.

c. All unused sick days held by an employee on last day of last pay period of the calendar year shall be paid to the employee at 100% of his/her base hourly rate of pay, at some time during January of the following year.

10.2 Employees who go on vacation or take a personal day and do not report to work the last working day prior to said personal leave day or vacation or on the day after their personal leave day or vacation ends due to illness must bring in a doctor's certificate certifying that the employee was ill in order to collect his or her sick leave pay. When an employee's illness is in excess of three (3) days the employee must bring in a doctor's certificate certifying that the employee was ill in order to collect his or her sick leave pay.

10.3 Regular permanent part time employees as defined in Article 1, Section 1.3, shall receive sick leave pay on a pro-rated basis of hours worked.

10.4 Employees taking a personal day must notify their supervisor twenty-four (24) hours in advance. Personal time will be prorated when an employee is promoted and comes off the 90-day probationary period.

10.5. Four (4) additional days may be taken as personal days, but not subject to reimbursement. Personal time will be prorated when a new employee comes off the 120 day/960 hour probationary period. The prorated allotment shall be one (1) personal day for every 90 days. Personal time will be prorated when an employee is promoted and comes off the 90-day probationary period. This shall not exceed the employee's current allotment of personal time.

10.6 It is hereby agreed that excessive use of sick time, e.g., using all of the sick time that is earned in a year, missing scheduled work days in excess of that number, use of sick time in conjunction with day(s) off and/or unnecessary use of sick time may constitute abuse of sick leave and/or fraud, and shall constitute grounds for severe disciplinary action.

ARTICLE XI
Bereavement Leave

11.1 Bereavement leave of five (5) days with pay between the date of death and the date of funeral inclusive, shall be granted to an employee in the event of the death of his or her:

Spouse	Father	Mother
Child	Sister	Brother
Grandchild		

OR

A blood relative or ward residing in the same household.

One (1) day with pay will be granted to an employee for the attendance at the funeral of his/her Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, Grandparent, Uncle or Aunt.

Bereavement leave will be paid only if an absence occurs during an employee's regularly scheduled day of work.

Stepfather and stepmother bereavement leave may be taken for either step parents or biological parents, but not for both.

11.2 Under extenuating circumstances, two (2) additional days with pay may be granted under Section 11.1 with the written approval of the Department Head.

ARTICLE XII
Insurance

12.1 All employees as outlined in Article 1.1 are eligible to enroll in the health insurance plan currently offered by Northern NE Benefit Trust Municipal Plan A. The cost of this plan shall be shared with the County paying 77½% and the employee 22½% of the cost of coverage through payroll deduction. It is understood that this medical plan also provides vision and dental care,

which these employees will receive in lieu of those insurance benefits provided to County employees not included in this bargaining unit. The total premium increase from Northern NE Benefit Trust shall not increase (0.0%) for the plan year July 1, 2014 to June 30, 2015. Any premium increases that exceed these numbers will be paid one hundred percent (100.0%) by the employees. In the event this agreement expires without a successor agreement in place, the employees' contribution shall remain at twenty-two and one-half percent (22.5%).

12.2a. The County will provide short-term disability insurance for twenty-six (26) weeks at two-thirds (2/3) of an employee's weekly base pay (excluding shift differentials and other additions to weekly pay) to a maximum of $600.00 per week. Employees must contribute 20% of the cost of this coverage.

b. The County will provide life insurance for each enrolled employee, based on the employee's annual base pay (excluding shift differentials and other additions to gross pay), to a maximum of $50,000.

c. It is agreed that the County may, at the end of any policy year, obtain like benefits from any other vendor that will produce lower premium cost.

ARTICLE XIII
Bulletin Boards

13.1 The Superintendent agrees to allow notices to be placed in Supervisor's mail slot; i.e. Union announcements, notices, social events, and other non-controversial matters addressed to its members.

ARTICLE XIV
Safety and Health

14.1 The Division shall comply with RSA 281-A: 64.

14.2 The employer shall endeavor to provide and maintain safe working conditions. The Union will cooperate to that end and encourage the employees at all times to perform their assigned tasks in a safe manner. Employees shall not be required to perform their duties under unsafe or unhealthy conditions as determined by the Safety Committee. A refusal to perform such work shall be honored without a loss of pay.

14.3 The County agrees to provide adequate and appropriate training and equipment to ensure the safety of correctional employees. Such training shall include, but not necessarily be limited to, fire safety and suppression techniques, and techniques for dealing with unusual situations which might threaten the life or safety of any employee. The Safety Committee shall convene to implement this committee.

ARTICLE XV
Grievance Procedure

15.1 For the purpose of this Contract, 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 as the bargaining unit employees involved, the date(s) of the alleged offense(s) and specific Contract provision(s) involved which arise(s) under and during the terms 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 a grievance:

a. The employee involved and the Union's shop steward shall first discuss the grievance with the grievant's immediate supervisor who shall render a decision concerning the grievance within three (3) work days.

b. If the grievant is not satisfied with the disposition of the grievance, or if no decision has been reached within three (3) work days after discussing the matter with the grievant's supervisor, the grievant and the grievant's shop steward shall present the grievance in writing, stating the date of the alleged offense and the nature of the grievance (including the Contractual provision involved) to the Correctional Superintendent who shall render a decision within four (4) work days from the date the written grievance was presented; a grievance must be reduced to writing in the form set forth above and presented to the Correctional Superintendent within ten (10) work days of the date of the event which gives rise to the alleged grievance or the grievance shall be deemed waived.

c. If the grievant is not satisfied with the disposition of his grievance by the Correctional Superintendent or if no decision has been rendered within four (4) work days after filing the same with said Correctional Superintendent, the grievant and the Union's shop steward may file the written grievance with the Commissioners who shall meet with the grievant and the Union's representative within ten (10) work days after the receipt of the written grievance. The Commissioners shall render a decision within three (3) work days from the date of the meeting with the grievant and the Union representatives. The grievant and/or the Union must present the written grievance to the Commissioners within five (5) work days after the Correctional Superintendent's decision has been rendered, or if none, within nine (9) work days after the date of the meeting with the Correctional Superintendent or the grievance will be deemed waived.

d. 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 three (3) work days, the Union may submit a written request to the NHPELRB to appoint an arbitrator to resolve said grievance within ten (10) work days after the meeting at which time the Commissioners considered such grievance. If the Union fails to submit such written request for the appointment of an arbitrator to the NHPELRB within said ten (10) work days, the grievance shall be deemed waived.

e. Pre-arbitration, notwithstanding 15.1d (above), and prior to submission of the grievance referred to in 15.5d to NHPELRB, a meeting will be held to determine if the grievance can be settled without arbitration. Such meeting will include the grievant, the Union, Superintendent and designees. This meeting will be held within ten (10) work days from the date the Commission rendered its decision. After making full use of pre-arbitration procedures and having failed to reach a satisfactory solution, the grievance must be submitted to arbitration in accordance with 15.1d after receipt of the written request by the aggrieved employee with twenty (20) work days of their request. Failure by the grievant to submit request for arbitration within the 20-day period, the grievance shall be deemed waived.

15.2 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute, subject to appeal under RSA 542.

15.3 The arbitrator shall not have the power to add to, ignore, or modify any of the terms or conditions of this Agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance unless mutually agreed by both parties. This is multiple grievances before the same

arbitrator will not be allowed. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator shall not substitute his judgment for that of the parties in the exercise of rights granted or retained by this Agreement.

15.4 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.

15.5 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.

15.6 For the purpose of the above grievance procedure, the phrase "work days" means the normal Correctional Division administrative work week of Monday through Friday, excluding holidays.

15.7 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 Department, and having the grievance adjusted without the intervention of the Union provided the adjustment is not inconsistent with the terms of this Agreement and the Union has been given prior opportunity to be present at such adjustment and to state its views.

15.8 **Union Representation**

The County agrees to recognize one (1) Steward and one (1) Alternate Steward to assist in the settlement of disputes and or grievances for the members of this bargaining unit.

If the Steward, or Alternate covering in the Steward's absence, should find it necessary to perform their Union duties during working hours, they shall be released, subject to staffing from work by their supervisor to the extent of investigating the matter and conferring with the Supervisor, without loss of pay.

Authorized Business Agents and other duly authorized Representatives of the Teamsters Union, may have access for conferring with bargaining unit members. The County shall have on the premises an authorized representative to accept notification of request.

ARTICLE XVI
Separability

16.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found to be contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, provided, however, that all other provisions of this Agreement and application thereof will continue in full force and effect.

ARTICLE XVII
Wage Rates

17.1a. The pay ranges effective July 1, 2014 are attached as Schedule A.

b. The pay ranges will be adjusted to ensure that no employee is denied the general increases or merit increases for which they are eligible as described below:

c. July 1, 2014 – June 30, 2015 – Merit increases will be granted, in the amount of one percent (1.0%) on an employee's anniversary date based upon a performance evaluation of satisfactory.

Performance Evaluation see Schedule "C".

d. Employees will receive the following adjustments to their base pay up to the limits of their pay range:

Effective July 1, 2014 – One and one quarter percent (1.25%).

e. Shift Commanders (3) will receive an additional $.50 per hour for all hours worked.

f. Any eligible employee contained in Article 1.1 will be provided, if eligible, with NHRS Group 2. Contributions are made on a "pre-tax" basis.

h. The Superintendent will set the starting wage rate for each new hire within the posted wage range. Employees promoted within the bargaining unit shall receive a minimum increase in base wage of ten percent (10.0%).

17.2 In addition to the rates shown in Section 17.1, all personnel working on the 3-11 and 11-7 shift shall receive shift premium of $0.85 per hour. All other personnel to receive shift premium must have a minimum of two (2) hours overlap on the above mentioned shifts. Overtime will be paid on shift premium.

17.3 A wage differential of thirty-five cents (35¢) per hour may be paid to any employee(s) assigned the duties of computer file maintenance by the Superintendent.

17.4 Hazard Duty Pay

All permanent full time and part time employees covered under the recognition clause on hourly pay shall receive $.675 cents per hour in addition to their regular rate of pay for all hours actually worked. Vacation, holiday, sick leave, leave of absence, or administrative clerical work shall not be construed as hours worked for purposes of receiving hazard duty premium. Overtime will be paid on hazard premium. No hazardous duty pay for the following positions: Food Service Supervisor, Housekeeping Supervisor, Account Clerk II, Secretary II, A.H.C. Supervisor, Work Release Supervisor, Maintenance Technician, Buildings and Grounds Supervisor, Director of Education, Mental Health Clinician, and Teacher.

17.5 Employees shall be provided with a section 125 account for the purpose of salary reduction (pre-tax) for employee contributions to insurance benefits provided for in Article XII of this agreement.

17.6 County reserves the right to change to bi-weekly paychecks if that system is found to be more cost effective.

17.7 Health Club Reimbursement

The County will provide an annual reimbursement of two hundred and fifty dollars ($250.00) to be paid to any Employee submitting acceptable documentation that he or she made one hundred and fifty (150) or more visits to a health club or gym for physical fitness training or exercise

during the contract year (July 1 to June 30). The payment will be made within thirty (30) days after the employee submits the required documentation.

17.8 Voluntary D.R.I.V.E. Contributions

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 XVIII
Uniforms

18.1 The County will provide uniforms if required by the Superintendent:

For Sergeants, Lieutenants and Training Coordinator:

4 pairs of pants
8 shirts (4 summer and 4 winter)
2 seasonal jackets (1 summer and 1 winter)
1 shirt badge
1 belt
Uniform insignias

For Housekeeping Supervisor, Food Service Supervisor, Project Supervisor and Housekeeping Assistant:

3 shirts
3 pants
1 belt

For Cooks II:

5 shirts
5 pants

For Buildings and Grounds Supervisor:

5 cotton long sleeve shirts
5 pants

For Nurses II:

5 sets of cotton scrubs

The County will allow Correctional Officers to affix 5 year service bars to their uniforms. The Union and the County will decide the appropriate size of such bars; the cost of which shall be the Correctional Officer's responsibility.

ARTICLE XIX
Education Incentives

19.1 A full time permanent employee covered by this Agreement shall, upon presentation of his or her transcript and a bursar's receipt, be reimbursed in a lump sum for the cost of tuition for courses taken, provided:

a. Reimbursement shall not exceed eight hundred dollars ($800.00) for any employee. The total reimbursement to all employees shall not exceed three thousand dollars ($3,000.00) cumulative reimbursement per year.

b. The courses are approved in advance by the Correctional Superintendent, and

c. Formal college courses that are of a content related to the employee's occupation, and

d. The employee had received a "B" grade or better.

A full time employee who has been denied course approval shall have the right to grieve the Superintendent's decision in accordance with the provisions of Article XV entitled "Grievance Procedure", but only if the Superintendent's decision was arbitrary, unjust, or without any basis in fact. It is agreed that any grievance under this article shall not go beyond the step ending with the County Commissioners. Their decision shall be final and binding.

e. If the $3,000.00 cumulative reimbursement has not been reached once the fiscal year is completed, employees who have received the $800.00 maximum reimbursement earlier in the contract year shall have the opportunity to resubmit for an additional $400.00 reimbursement providing the funds are available and the employee's tuition expenses are equal to or greater than the cumulative $1,200.00 reimbursement. Employees receiving an educational reimbursement shall be obligated to sign an individual service contract requiring one (1) year of service to the County following the receipt of the last reimbursement or repayment of the final year's reimbursement amount.

ARTICLE XX
Management's Rights

20.1 Except the extent that is contained in this Agreement, all of the authority, power, right, jurisdiction, and responsibility of the employer are retained by and reserved exclusively to the employer. Said rights to manage include, but are not limited to, the following: rights to direct, control the operations of assigned work to employees; to determine the methods, means, processes, and personnel by which the Correctional Facility is to be operated. Determine the size of and direct the activities of the day-to-day working force; to determine the schedules and hours of duty consistent with the statutes in the assignment of employees; to establish new job classifications, job duties and functions, and change, reassign, abolish, continue, and divide existing job classifications for all jobs; to require from each employee the efficient utilization of their services; to hire, promote, assign, and retain employees; to for just cause, discipline, suspend, demote, or discharge employees; to promulgate and enforce reasonable rules and regulations pertaining to the operation of the Correctional Facility and to the employees; to conduct studies and prepare cost analyzes relative to the outsourcing of positions in the bargaining unit; and to establish standards and maintain efficiency of employees. The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically restricted by this Agreement.

20.2 In addition to the above, management may require any/all employee(s) to submit to random drug testing, as it deems is appropriate (see Side Letter of Agreement).

20.3 Payroll periods may provide for either weekly or bi-weekly paychecks. The Business Office at the direction of the Commissioners, shall determine the frequency thereof. Employees will be provided ninety (90) day advance notice of any change.

ARTICLE XXI
Termination and Renewal

21.1 This Agreement shall be in full force and effect when executed and shall remain in full force from July 1, 2014 through June 30, 2015 and shall continue from year to year thereafter unless written notice of desire to modify, cancel, or terminate this Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration, in which event this Agreement shall terminate on June 30, 2015.

21.2 It is agreed by the parties hereto that negotiations concerning revisions or changes to this Agreement shall be pursuant to NH RSA Chapter 273-A.

21.3 IN WITNESS WHEREOF the parties have hereunto set their hands and seals by their duly authorized officers and representative, this _____ day of _____2014.

Hillsborough County Correctional Superintendent:

Hillsborough County Board Of Commissioners:

Toni Pappas

Carol H. Holden

Sandra Ziehm

Chief Negotiator 7/23/14 Date

Teamsters Local 633 Of New Hampshire:

David W. Laughton, Secretary-Treasurer

Chief Negotiator 7/10/14 Date

SCHEDULE A

DOC - Teamsters
PAY RANGES
January 1, 2014 to June 30, 2015

SCHEDULE A
DOC - Teamsters
DRAFT - PAY RANGES
July 1, 2014- June 30, 2015

BASE WAGE ADJ 1.25% MERIT 1.00%

Grade	Minimum	Maximum		
1	$13.96	$23.68	Work Project Supervisor	
2	$14.69	$22.57	Account Clerk II	
3	$14.69	$24.91	Housekeeping Assistant	
4	$15.43	$24.54	Secretary II	
5	$16.19	$26.78	Sergeants	
6	$17.14	$29.04	Housekeeping Supervisor Cook II Classification/Case Worker Training Coordinator	Maintenance Technician
7	$18.89	$31.04	Food Service Supervisor	Nurse II
8	$18.90	$34.00	Teacher Mental Health Clinician A.I.P. Supervisor Work Release Supervisor	Education Director Lieutenants Building/Grounds Supervisor Records Supervisor

6/23/2014

SCHEDULE B

EMPLOYEE DISCIPLINE

Section 1. Violation of the disciplinary code as set forth herein, or violation of any rule, regulation, or order as set forth in the Department of Corrections' manual, post orders directives, etc. shall subject an employee to discipline. Violations are divided into three (3) groups and shall be referred to as Class I, Class II, and Class III.

CLASS I VIOLATIONS

Section 2. Any employee who has been determined to have committed a Class I violation shall receive the following progressive discipline:

First Offense	-	Written warning or reprimand
Second Offense	-	Suspension from duty and loss of pay for five (5) days
Third Offense	-	Termination of employment if accumulated within a two (2) year period from date of the first violation

Class I violations shall include, but not necessarily be limited to, the following:

1. Engaging in horseplay, scuffling, disruptive behavior, or general mischief

2. Improper conduct with an inmate's family

3. Violating or disregarding posted safety regulations

4. Negligent creation of a safety risk

5. Unauthorized absence from employment duties

6. Chronic tardiness

7. Abuse of sick leave

CLASS II VIOLATIONS

Section 3. Any employee who has been determined to have a committed a Class II violation shall receive the following progressive discipline:

First Offense	-	Suspension from duty and loss of pay for five (5) days

Second Offense - Termination of employment if accumulated within a two (2) year period from date of the first violation

Class II violations shall include, but not necessarily be limited to, the following:

1. Sleeping on duty
2. Making false statements or reports
3. Failure to obey a written or verbal order from a superior
4. Use of excessive force upon an inmate or assault upon any person
5. Breach of security or failure to report same
6. Gambling during work hours
7. Engaging in or inciting others to engage in fighting
8. Insubordination
9. Abandonment of post or premises
10. Failure to comply with or enforce established emergency plans
11. Dereliction of duty
12. Abuse of authority
13. Any conduct in the community or with citizens which reflects adversely upon the Department or the County
14. Failure to devote proper attention to duties and responsibilities of employment
15. Failure to enforce rules and regulations
16. Assisting an inmate in circumvention of rules and regulations

CLASS III VIOLATIONS

Section 4. Any employee who has been determined to have committed a Class III violation shall be discharged upon such finding for the first offense. Class III violations shall include, but not necessarily be limited to, the following:

1. Willful damage to or conversion of County property

2. Theft

3. Making unauthorized entries upon the time card of another or altering one's own time card

4. Making false claims to obtain sick leave or other benefits

5. Intentionally or through negligence permitting any person to escape from custody

6. Introduction, attempted introduction, or assisting in the introduction of any contraband into any area of the facility

7. Any conviction of State or Federal criminal laws involving trust, veracity, or moral turpitude

8. Failure to come to the aid of any employee or inmate in a hazardous situation

9. Consuming alcohol or drugs while on duty or reporting for duty under the influence of alcohol or drugs. "Drugs" are defined as any non-prescribed controlled substance

10. Refusal to submit to a Breathalyzer test when requested

Discipline documentation for violations of either Class I or Class II rules will not be considered for purposes of progressive discipline after a period of two (2) years.

EMPLOYEE DISCIPLINARY PROCEDURE

VIOLATION REPORTS

Section 1. When a supervisor witnesses or becomes aware that any employee has violated any of the rules contained in this disciplinary process, order, policy or directive, he shall immediately initiate an employee disciplinary report. The supervisor shall submit the report to the Superintendent and/or their designee along with all appropriate data which will document the violation.

Section 2. The Superintendent and/or their designee shall review the report and the documentation and shall, in all instances, send a notice to the employee within seven (7) business days of receipt. The notice (see Attachment B) will direct the employee to meet with the Superintendent and/or their designee in order to discuss the alleged violations. The employee may be accompanied by a Union representative.

Section 3. The allegations will be reviewed and discussed at the scheduled conference. If warranted, the employee may plead guilty to the charges specified or to less severe charges if applicable and agreeable to the Superintendent and/or their designee. If such occurs, the employee will accept the discipline which is prescribed for the violation and a Hearing Disposition Form will be completed by the Superintendent and/or their designee (Attachment C). If agreement cannot be reached during the conference, a full disciplinary hearing shall be scheduled. The employee will be notified of the hearing within two (10) days (see Attachment D).

Section 4. The full disciplinary hearing will be conducted by the Superintendent or Assistant Superintendent. The proceedings shall be recorded and shall be open only to those parties affected, their representatives and witnesses who are to offer testimony. The employee may call such witnesses as are able to testify in a credible manner on behalf of the employee. These witnesses will not be compensated if they are off-duty at the time of their testimony.

Section 5. All facts germane to the charges will be heard and considered by the hearing official. A preponderance of the evidence will guide the hearing official in determining guilt or innocence. The employee's past record will also be considered.

Section 6. The hearing official will issue a written decision within three (3) business days following the hearing. The decision notice will contain the verdict, the discipline (if any) and the rationale for the decision (see Attachment E).

Section 7. The decision may be appealed through the existing grievance procedure in the union contract.

Section 8. The Superintendent may suspend an employee either with or without pay pending a disciplinary hearing if the charges are so serious that, in his sole opinion, presence of the employee on the job site would disrupt the orderly operation of he facility or jeopardize security.

Section 9. Upon conviction of a Class I (2nd offense) or Class II (1st offense) violation the Superintendent may, at his sole discretion, order a reduction of one or more ranks if the violation(s) involve failure to properly supervise subordinate employees or failure to provide proper leadership to subordinates.

Section 10. Failure of any employee to successfully pass any training mandated by the administration will constitute prima facie evidence of a class I (2nd offense) violation. The required suspension will be imposed without benefit of a hearing. The administration will re-schedule the failed training

at the earliest possible time. A second failure of the same training will be grounds for termination of employment.

Section 11. Before or during any disciplinary process which might result in termination, an employee may tender a resignation. Following any such hearing, a resignation will only be accepted prior to the issuance of the written determination.

STAFF RIGHTS AT DISCIPLINARY PROCEEDING

AS A STAFF MEMBER REFERRED FOR POSSIBLE DISCIPLINARY ACTION YOU HAVE THE FOLLOWING RIGHTS:

1. The right to a written copy of the specification of charges at least 24 hours prior to any hearing.

2. The right to have Union representative represent you during any hearing.

3. The right to be present throughout the hearing.

4. The right to be advised in writing of the Superintendent's decision and the rationale therefor.

SCHEDULE C

PERFORMANCE EVALUATION

At the end of each month the employee is to be graded on each category of job performance for the month in the following manner:

5	-	Excellence
4	-	Exceed Requirements
3	-	SATISFACTORY
2	-	Some Improvements Needed
1	-	Much Improvements Needed

A. KNOWLEDGE: The blending of job-related education, skills and experience.

B. RELIABILITY: Can be depended on to complete all aspects of job and commits few errors.

C. JUDGEMENT: Capacity to make reasonable decisions even in unavoidable tension and pressure situations.

D. APPEARANCE: Personal habits, clothing and grooming.

E. ORGANIZATION: Systematic planning of the individual's work and work area.

F. COURTESY: Respect for feelings of others, politeness on the job and willingness to cooperate.

G. ATTENDANCE: Lateness and absences (including breaks).*

H. ALERTNESS:

I. COMMUNICATIONS SKILLS: Ability to accurately convey and receive information, both verbally and in writing.

J. ATTITUDE: Willingness to accept and promote departmental goals.

*See attached score guidelines

SCORE	Guidelines
5	0 Sick Days in conjunction with satisfactory punctuality
4	0 – 1 Sick Days in conjunction with satisfactory to improvement needed punctuality
3	1 – 2 Sick Days in conjunction with satisfactory to improvement needed punctuality
2	2 – 3 Sick Days in conjunction with satisfactory to improvement needed punctuality
1	3 or more Sick Days or unacceptable punctuality

These numbers shall be used as a guideline. Extreme scores shall be supported by documented examples within the employee's evaluation.