COPY

Agreement Between

Hillsborough County Commissioners

and

Hillsborough County Department of Corrections

Local # 3657 American Federation of State, County

and Municipal Employees AFL/CIO

July 1, 2011 – June 30, 2012

(Signature July 1, 2011 – June 30, 2012)

Department of Corrections

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PG. NO.
Article I	Recognition	1
Article I	Probationary Period	2
Article III	Interference with Work	2
Article IV	Dues & Deductions	2
Article V	Hours & Overtime	3
Article VI	Seniority	4
Article VII	Transfers	6
Article VIII	Holidays	8
Article IX	Vacations	9
Article X	Sick Leave	10
Article XI	Bereavement Leave	10
Article XII	Insurance	11
Article XIII	Union Rights	11
Article XIV	Safety & Health	12
Article XV	Grievance Procedure	12
Article XVI	Separability	14
Article XVII	Wages Rates	14
Article XVIII	Uniforms	16
Article XIX	Employee Improvement	16
Article XX	Overtime	17
Article XXI	Payroll Periods	17
Article XXII	Termination & Renewal	18
Appendix A1	Pay Ranges July 1, 2009	20
Appendix A2	Pay Ranges July 1, 2010	21
Appendix B	Overtime Staffing Procedures	22

AGREEMENT

The County Commissioners of Hillsborough County, hereinafter referred to as the "Commissioners", and the Correctional Superintendent, hereinafter referred to as the "Superintendent", and Local #3657 6f'the American Federation of State, County and Municipal Employees, AFL/CIO, hereinafter referred to as the "Union" hereby agrees 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 as defined in 1.3 below of the Hillsborough County Department of Corrections in the following job classifications: Account Clerk I, Clerk Typist I, Secretary I, Correctional Officer I, Cook I, Nurse I, Maintenance Worker I, and Switchboard Operator/Receptionist.

1.2 - Excluded from recognition or coverage under this agreement are all employees of the Hillsborough County Division of Corrections who are not within the job classifications set forth in the preceding sentence, part time employees who do not meet the requirements of 1.3 of this article, students, seasonal or casual employees and any management or supervisory employees of said Division of Corrections who have the authority to either hire, promote, discharge, discipline, direct the work force or effectively recommend same. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those full time and permanent part time employees as defined in 1.3 of the Hillsborough County Department of Corrections who work within the job classifications set forth in the first sentence of the Section.

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

1-4 - If a regular permanent part time employee has finished his or her probationary period (as defined in Article II) as of January 1st, 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 or more each week for their period of employment prior to January 1st, which average shall be determined by dividing the total number of hours worked during such period by the number of weeks employed by the Division, then such employee shall be considered a regular permanent part time employee and covered by this Agreement. If such employee has not averaged twenty (20) hours a week during his or her period of employment, then he or she shall not be considered a regular permanent part time employee and shall not be covered by this Contract.

1.5 - If a regular part time employee has not finished his or her probationary period as of January 1st, then such employee shall not be eligible for coverage under this agreement until January 1st of the following year.

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

1.7 - 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.

1.8 - Should there be a dispute between an employee and the Union over the matter of an employee's Union

(Signature)

membership the Union agrees to hold the County harmless in any such dispute.

ARTICLE II

Probationary Period

2.1 - Employees in the job classifications set forth in the Recognition Article, shall serve a probationary period of one hundred twenty days (120) or 960 hours, whichever comes first. Absences shall not be counted. During which time they shall be termed "probationary employees". This period of time begins with the first day of employment.

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 of 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, Section 1.3, 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 - There shall be no extension of the probationary period except by mutual agreement of the parties thereto.

ARTICLE III

Interference with Count 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 Chairperson or designee, 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 Treasurer 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.

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, due 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 schedule for Correctional Officers shall be four (4) consecutive eight and one-half (8½) hour days followed by two days off. Nothing in this provision shall in any way limit or restrict the right of the Correctional Superintendent to in any way change the starting or dismissal times of any employee or group of employees, providing that such change shall not be longer than one (1) hour earlier or later than the employees present schedule as follows: 6:30 AM, 2:30 PM and 10:30 PM. Nothing in this provision shall limit or restrict the right of the Correctional Superintendent to change in any way the starting or dismissal time of a Cook I.

The normal work week for all other employees, except for Nurses, shall be forty (40) hours of actual work per week and the normal work day shall be eight (8) consecutive 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 Correctional Superintendent to in any way change the starting and dismissal times for any employee or group of employees providing that such change shall not be longer than one (1) hour earlier or later than the present schedule which consists of three (3) shifts commencing at 7:00 AM, 3:00 PM, and 11:00 PM.

5.2 – Authorized time worked in excess of eight and one-half (8½) consecutive hours in one day or thirty four (34) hours in the "short week" or, forty- two and one half (42½) hours in the "long" week by correctional officers shall be compensated at the rate of one and one-half (1½) hours the employees hourly rate of pay.

For other than correctional officers, 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, provided, however, that 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.

5.3 – 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 by those employees whose normal work week is fixed at Monday through Friday shall not be counted as hours or days worked in determining whether or not an employee is entitled to compensation at the overtime rate.

5.4 – Overtime assignments shall be distributed as per schedule A attached hereto. Any employee called back to work from vacation shall be paid time and one half for all hours worked.

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

5.6 - Employees covered by this Contract who are required to attend Court shall receive their regular rate of pay for such time spent. Any funds received by the employee from said Court will be immediately turned over to the Superintendent and/or Agent, or may be kept by the employee if the case was non-work related and the employee was not being paid by the County.

5.7 – An employee covered by this agreement who has left his normal place of work for his 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.

5.7a – Upon completion of the emergency work and the employee does not want to avail themselves for four 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 hours.

5.8 – 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.

5.9 – No one is allowed to be on duty more than seventeen (17) hours without a seven (7) hour break, except as provided in Art. 5.9.

5.10 – Corrections Officers are allowed to swap shifts within the same work week subject to the approval of the Chief of Security or designee.

5.11a -- 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.

5.11b -- 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.

ARTICLE VI
Seniority

6.1 – There shall be two types of seniority:

(a) Division seniority, which shall be determined by an employee's total time of continuous employment within the Hillsborough County Correctional Division.

(b) 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.

6.2 – 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.

6.3 – 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) In recall to work after layoff or reduction of personnel within their job classification of five (5) working days or less.

(d) 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.

6.4 – 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 affect job classification pursuant to the provisions of Section 3 of this Article.

6.5 – 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 provided, 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 provisions 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 6.5.

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 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 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

(b) Voluntary quit, resignation, or retirement

(c) Failure to respond to a notice of recall, as specified in Section 6.7, 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 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, Section 1.3, 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 on any such conflict, all other provisions of this Agreement and applications thereof will continue in full force and effect.

ARTICLE VII
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) consecutive days. The notice of the open job shall contain a brief description of the job and its rate of pay. 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 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 day 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 thirty days within which to qualify for 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 thirty (30) day qualifying period, the employee does not, in the opinion of the correctional Superintendent, qualify for 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 thirty (30) 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 not qualified applicants for any open and posted jobs, the Correctional Superintendent shall have the right to fill such jobs in his or her 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 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 6.5, 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 1, Section 1.3 shall not be covered by the provisions of this Article, except as permitted in Section 1.2 and Section 7.6.

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

MLK Day or Employee's Birthday (Employee may choose one.)

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 (a), 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.

Non-administrative work week employees will celebrate holidays on the day of the holiday. (For example, Christmas will be celebrated on December 25th; New Year's Day on Jan. 1st.)

Non-administrative work week employees include Correctional Officer I and II, Cook I and II, Maintenance Worker I, II, and Nurse I and II.

When a holiday falls outside the regular work week of the above listed employees, they will be paid for said holiday provided they comply with Section 8.3.

8.3 – An employee shall be entitled to holiday pay if he or she works their scheduled day preceding, the day of, and their scheduled day following a particular holiday, unless that employee's failure to work 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. Employees assigned to administrative work schedules will observe holidays which fall on weekends as follows: Holidays which fall on a Saturday will be observed on the Friday before. Holidays which fall on Sunday will be observed on the following Monday.

8.4 – It is agreed by the parties hereto, that permanent part time employees as defined in Article 1, Section 1.3, 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. Employees observing Hanukah are permitted to utilize one (1) day as a holiday benefit. If more than one (1) day is taken such days shall be considered as a vacation or personal leave benefit usage.

ARTICLE IX
Vacations

9.1 – Full time employees of the Hillsborough County Correctional Superintendents covered by this agreement shall be entitled to paid vacations as follows:

Two Weeks – (10 work days) upon completion of twelve 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.

The Correctional Superintendent 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 the Article, on a pro-rated basis.

9.5 – It is agreed that one (1) week of vacation allowance may be taken, one day at a time, provided the request is submitted to the immediate supervisor for approval two (2) weeks prior to taking said day or days, except in an emergency. All other vacation must be taken in increments of not less than one (1) week as per 9.2.

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 – Employees with four or more weeks of vacation may take two (2) weeks of such vacation one day, or more, at a time provided that the request of such individual days is submitted to the immediate supervisor for approval not less than two weeks prior to the use of the day or days. The Correctional Superintendent has the right to change the vacation schedule so as to prevent any interruption or interference with the normal operations of the facilities directed by the Correctional Superintendent.

ARTICLE X
Sick Leave

10.1 - During a full time employee's first year of employment, sick leave with pay shall be earned at rate of 0.91667 day per month through December 31st, of the year in which the employee was hired, provided, however, that no sick leave will be granted until a new employee has finished his probationary period as set forth in Article II. As of January 1st of each year, full time employees who have finished their probationary period shall accrue 0.91667 sick day per month (eighty-eight (88) hours per year). All regular full time employees and part time employees who have unused sick days at the end of the calendar year shall be reimbursed at the rate of 100% of all said days during the next following month. There shall be no accumulation of sick leave beyond December 31 of each year.

10.2 - Employees who go on vacation and do not report to work the last working day prior to said vacation or on the day after their 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 have four (4) personal days per calendar year, but not subject to reimbursement. Employees taking a personal day must notify their supervisor twenty-four (24) hours in advance.

ARTICLE XI
Bereavement Leave

11.1 – Bereavement leave of three (3) 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
Father-in-law	Mother-in-law	Child
Grandmother	Grandfather	Sister
Brother	Grandchild	

OR

A blood relative or ward residing in the same household.

Step-father and step-mother bereavement leave may be taken for either step parents or biological parents, but not for both.

11.2 – One (1) day with pay will be granted to an employee for the attendance at the funeral of his/her Brother-in-Law, Sister-in-Law, Uncle or Aunt. Bereavement will be paid only if they are absent during their regularly scheduled day of work.

11.3 Under extenuating circumstances, two (2) additional days with pay may be granted under Section 11.1 with the written approval of the Superintendent or designee.

ARTICLE XII
Insurance

12.1 –Effective July 1, 2009, employees will pay twenty-seven and one-half percent (27.5%) of the total cost of a POS plan. Employees will pay twenty-two and one-half (22 ½ %) of the total cost of an HMO medical, dental, vision, and drug insurance plan.

The County will make available a POS Plan and an HMO Health Insurance Plan. Employees may choose from either plan as offered. The county may change the health insurance provider at any time for the purpose of obtaining a lower cost for the same or greater level of coverage. Such Change shall occur only after agreement of the Union. The prescription drug co-pay will be ten dollars ($10) for generic, twenty dollars ($20) for brand name and fifty dollars ($50) for non - preferred. A mail order benefit will be provided (90 day supply) for 20/$30/$50.

12.2 – The County will provide one times the annual salary for Life Insurance on all permanent full time employees covered by this agreement. Cost of such insurance will be paid 100% by the County.

12.3 – The County will provide weekly disability income benefits to all permanent full time employees covered by this agreement up to 2/3 of their regular weekly but not exceeding $300.00 per week for no more than twenty-six (26) weeks.

12.4 – Consistent with the approval by the County Delegation on January 7, 1999 Certified Correctional Officers will be provided with Group II Retirement upon the initial implementation of this Agreement.

12.5 – Any employee not taking the County medical, dental, vision or drug insurance, will be paid .60 / hr. during the period of waiver. To qualify, the employee must submit proof of coverage under a plan and sign a waiver.

12.6 – If an employee is coming off Worker's Compensation or Disability, the employee must advise management at least eight (8) hours ahead of time of the date he/she is available for overtime and the date he/she will return to regular duty. A doctor's release must be provided on the day the employee is scheduled for overtime and the day the employee returns to regular duty. Failure to provide a doctor's release will result in being turned away from the facility.

ARTICLE XIII
Union Rights

13.1 – The Correctional Superintendent agrees to provide suitable space for bulletin boards for the posting of notices of the Correctional Superintendent addressed to the employees and for Union announcements, notices, social events and other non-controversial matters addressed to its members. The Correctional Superintendent agrees to locate said bulletin boards at convenient places. No Union notices shall be posted until it shall have been signed by the Chairman of the Union and a copy of said notice has been provided to the Correctional Superintendent. The bulletin board space shall not be used for controversial matters which shall include but not be limited to, advertising, political matters, or any kind of literature other than herein provided.

13.2 – The County will furnish the Union with 150 Copies of the contract.

13.3 – Employees elected as delegates to the AFSCME International Convention, NH Public Employees Convention, Council 92 Convention, or the NH State Labor Council Conventions shall be allowed leave without pay not to exceed ten (10) working days per year. This leave may be granted to a maximum of two Union employees.

13.4 – The union will be provided up to thirty minutes of time with the new employees during the last week of each orientation program. Their representation may include discussion of the collective bargaining agreement, Union membership and answering questions relative to either. The presentation shall not include controversial matters, such as, political matters or active grievances.

ARTICLE XIV
Safety and Health

14.1 – 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.

14.2 – 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 inmate or employee. The Joint Loss Management Committee shall convene to implement this section.

14.3 – 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.

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 grievants immediate supervisor who shall render a decision concerning the grievance within three workdays:

b. If the grievant is not satisfied with the disposition of his grievance, or if no decision has been reached within three work days after discussing the matter with the grievants supervisor, the grievant and the grievants 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 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 with in twenty (20) work days of the date of the event which gives rise to the alleged grievance of 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 twenty (20) 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 ten (10) 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. After making full use of the grievance procedures and failing to reach a satisfactory solution, the grievance must be submitted to the NHPELRB by the Union for appointment of an arbitrator within twenty (20) working days following the date witch the Commissioners rendered their decision. Failure to do so will result in the grievance being deemed waived.

e. Within twenty (20) working days following the Union's request to the NHPELRB for appointment of an arbitrator, the Union will request in writing from the Superintendent a meeting to determine if the grievance can be settled prior to arbitration. Such meeting shall include the grievant, the chairperson, and the person who will represent the grievance for the Union, and representatives from the County who will represent the County in arbitration. This meeting will be

held within forty (40) working days from the date on which the Union requested appointment of an arbitrator.

15.2 – The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

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, that is multiple grievances before the same arbitrator will not be allowed. His 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 judgement 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 borne by the losing party. 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 is views.

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 bylaw, provided, however, that all other provisions of this Agreement and application thereof will continue in full force and effect.

ARTICLE XVII
Wage Rates

17.1 – Effective on the employee's anniversary date between July 1, 2011 and June 30, 2012, employees achieving a satisfactory evaluation shall receive a one percent (1.0%) base wage increase.

Late evaluations will be effective as of the anniversary date.

Job Titles	Pay Grade
Switchboard Operator/Receptionist	10
Clerk Typist I	10
Account Clerk I	11
Secretary I	12
Corrections Officer I	13
Cook I	13
Nurse I (LPN *1)	14
Maintenance Worker I	14

It is agreed that the County will have a nurse on duty on the 11-7 shift.

In the event the K-9 Correctional Officer and Maintenance Worker 3 positions are recreated, they will become part Article 1.1.

Premiums

FTO: $1/hr. while actively training an officer candidate.
Hospital details: $1/hr. while on the detail.
Transport duty: $1/hr. while actively transporting.
Special Response Team: Double hourly rate when deployed only.
Fitness Stipend: Passing Group II exam annually - $100/yr. (Dec. payment)
EMT Stipend: Obtaining and maintaining NH cert. - $100/yr. (Dec. payment).

Employees may be assigned to and removed from these assignments at the sole discretion of the Superintendent.

Cost items are not retroactive unless specifically designated as retroactive and approved as such by the Commissioners and Delegation.

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 $0.65 per hour. All other personnel to receive shift premium must have a minimum of two (2) hours lapover on the above mentioned shifts. Overtime will be paid on shift premium.

17.3 – Hazard Duty Pay: All permanent full time and part time employees shall receive 62 ½ cents per hour in addition to their regular rate of pay for all hours actually worked. Vacation, holiday, sick leave, or leave of absence shall not be construed as hours worked for purposes of receiving hazard duty premium. Overtime will be paid on hazard premium.

17.4 – Employees who are assigned during their normal off duty hours by the Division to standby duty, in immediate communication with their department or the Division during the standby period, and available, to report to work on immediate notice shall be compensated at the rate of fifteen ($15.00) dollars per standby day for each day they are assigned to standby. For the purpose if this Article, a stand by day shall mean either, (a) sixteen (16) consecutive hours off duty time immediately after an employee has worked pursuant to his or her normal work schedule or (b) twenty-four (24) consecutive hours of off duty time when an employee is not assigned to work

pursuant to his or her normal work schedule. There shall be no reduction of the standby rate of fifteen ($15.00) dollars per standby day as defined in the preceding sentence in the event an employee in standby is called in and reports to work. The County will make a "beeper" available for the person designated for standby duty and it will be returned on termination of the standby period.

ARTICLE XVIII
Uniforms

18.1-a – The County will provide uniforms to Correctional Officers I as follows:

5 pairs of pants
7 shirts (5 summer and 2 winter)
1 shirt badge
uniform insignias
1 belt
footwear allowance

18.1 b – The County will provide Correctional Officers I and Maintenance Workers I with the following footwear allowance: seventy dollars ($70.00).

18.1c - The County will provide Cooks with three (3) shirts and three (3) pairs of pants, 1 belt and a jacket. A yearly footwear allowance of seventy dollars ($70.00) will be provided. The County will provide Maintenance Workers with three (3) shirts and three (3) pairs of pants.

18.1d - Replacement of all uniforms provided in Section 18.1 shall be as follows:

Garments will be presented to the Director of Training who will make the determination to replace same with another garment. Replacement will be based on need.

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.

18.2 – Parties agree to a Joint Management Committee to examine issues that would enhance the administration and harmonious working of the facility.

ARTICLE XIX
Employee Improvement

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

a. Reimbursement shall not exceed $1000.00 for any employee.

b. The Courses are of a content related to the employee's occupation, and

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

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

The total reimbursement to all employees shall not exceed $10,000.00 cumulative reimbursement per year.

19.2 – The County may offer its employees voluntary and specialized training programs or courses, i.e. shotgun qualification, Spanish lessons, etc., at the expense of the County.

Such voluntary training shall exclude those subject or conditions of employment required by the New Hampshire Association of counties and/or current State of New Hampshire statutes and as mandated as a requirement for initial certification or periodic in service training.

Any such training shall be discussed with and agreed to in advance with the Union and then posted and identified as "voluntary" to those who wish to participate. Employees who elect to voluntarily participate in these training programs shall not be entitled to reimbursement for salaries, overtime or compensatory time for training received outside their normal duty hours. No person's employment or opportunities for advancement will be adversely affect by their decision not to participate in these training programs.

It is agreed the Correctional Superintendent has the sole right to decide upon and select the number of applicants to be allowed to pursue courses as above.

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.

19.3 – In the event that the $10,000.00 cumulative reimbursement has not been reached, an individual who has reached his/her $1,000.00 limit may apply for additional reimbursement. During the period of 7/1/02-10/1/04 the utilization of the reimbursement will be studied by a joint labor-management committee consisting of two persons representing each party to determine the appropriateness of the funding level of $10,000.00 A recommendation from the committee will be presented to the negotiating teams representing the parties at the next negotiations.

ARTICLE XX
Overtime

20.1 – See Schedule B attached. This replaces Appendix A.

ARTICLE XXI
Payroll Periods

21.1 – Payroll periods may provide for either weekly or bi-weekly paychecks. The Business Office at the discretion of the Commissioners shall determine the frequency thereof and if elected direct deposit will be made to the financial institution specified by the employee.

ARTICLE XXII
Termination and Renewal

22.1 – This Agreement shall be in full force and effect when executed and shall remain in full force from July 1, 2011 – June 30, 2012 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, 2012.

22.2 – 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.

22.3 – IN WITNESS WHEREOF the parties have hereunto set their hands and seals by their duly authorized officers and representative, this _____day of _____2011.

HILLSBOROUGH COUNTY CORRECTIONAL SUPERINTENDENT

_____

HILLSBOROUGH COUNTY BOARD OF COMMISSIONERS

Sandra Zuehm

Carol H. Holden

Joni Pappas

(Signature)

LOCAL 3657 OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL/CIO

12/14/11

Chief Negotiator

4830-9747-2270, v. 1