

COLLECTIVE BARGAINING CONTRACT

Merrimack County Department of Corrections

And

State Employees Association of New Hampshire, Inc.

Local 1984

Service Employees International Union

CTW, CLC

For the period January 1, 2010 through December 31, 2012

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PREAMBLE

An AGREEMENT between the STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE, INC., SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1984, CTW, CLC hereinafter referred to as the "Association", and the COUNTY OF MERRIMACK, STATE OF NEW HAMPSHIRE, hereinafter referred to as the "County", and collectively referred to as the "Parties."

It is the intent and purpose of the Parties to this Agreement to promote a harmonious relationship and cooperation between the County and the Association. The Parties do hereby establish an understanding relative to the terms and conditions of employment for the employees of the bargaining unit of Merrimack County Department of Corrections and provide a means for amicable discussions and adjustment of matters of mutual interest.

In consideration of the mutual covenants herein set forth, the Parties, hereto, intending to be bound hereby, agree as follows:

ARTICLE 1 ***Recognition***

- 1.1 The County recognizes the Association as the exclusive bargaining agent within the meaning of RSA 273-A for the purpose of establishing the terms and conditions of employment for all unit employees.
- 1.2 Reference to the "Association" as exclusive representative of the employees means the state organization of the State Employees Association of New Hampshire, Inc., and the County shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes.
- 1.3 Nothing in this section shall preclude the Employer from discussing matters of mutual concern with the employees of the Department of Corrections.
- 1.4 The terms "employee(s), bargaining unit employee(s), member(s), unit member(s), bargaining unit member(s)" shall universally mean those individuals who are employees of the Merrimack County Department of Corrections and as are certified by the NH PELRB as part of the bargaining unit, as amended.

ARTICLE 2
Non-Discrimination

- 2.1 The County will not interfere with or discriminate with respect to any term or condition of employment included within this Agreement against any bargaining unit member covered by this Agreement because of membership in, or legitimate activity on behalf of the members of this bargaining unit, nor will the County encourage membership in any other employee organization.
- 2.2 The Association acknowledges its responsibilities as the exclusive bargaining agent and shall represent all members in the bargaining unit without discrimination, interference, or coercion.
- 2.3 The County and the Association reaffirm that provisions of this Agreement shall be applied without discrimination to all members in the bargaining unit as to age, sex, marital status, religion, race, color, citizenship, national origin, sexual orientation, political affiliation , veteran status or disability.

ARTICLE 3
Employee Rights

- 3.1 The Association and the County recognizes the right of all unit employees to exercise the rights granted to them by R.S.A. 273-A and regulations adopted pursuant thereto.
- 3.2 The County shall furnish each bargaining unit member with a copy of this Agreement within twenty workdays of contract ratification.
- 3.3 Each employee shall be provided with a copy of this Agreement by the County within seven days from the date of hire.

ARTICLE 4
Management Rights

- 4.1 The Employer retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Hampshire and of the United States. All rights which ordinarily vest in and are exercised by public employers which are not specifically relinquished in this Agreement are reserved to and remain vested in the Employer. The Employer possesses the sole right to operate county government, subject only to the provisions of this Agreement and applicable law, and to exercise managerial policy within its exclusive prerogative to manage its affairs efficiently and economically including, but not limited to, the use of technology, and the Employer's organizational structure, and selection, promotion, transfer, assignment, number, direction, and discipline of personnel.

Further, the Employer retains the right to adopt, change, enforce, or discontinue any rules, regulations, procedures, or policies not in direct conflict with any provision of this Agreement, to direct employees in their duties, to establish reasonable work rules and schedules of work, to relieve employees from their duties because of lack of work or any other legitimate reasons to take whatever action is necessary to comply with State or Federal law, to introduce new or improved methods or facilities, to change existing methods or facilities, to contract out for goods or services, and to take whatever action is necessary to carry out the functions of the Employer in an emergency situation. It is agreed that these enumerations of management rights shall not be deemed to exclude other management rights not specifically herein enumerated.

- 4.2 **Emergency:** For the purposes of this Agreement, "emergency" is defined as a condition or situation that is unexpected and out of the ordinary which requires immediate action by the County.
- 4.3 **Contracting Out:** No position within the unit will be abolished or involuntarily vacated if such loss results from the contracting out of county services.
- 4.4 **Part Time Employment:** The County shall have the right to utilize part time employees in positions which are not correctional officer positions.

ARTICLE 5 *Association Rights*

- 5.1 **Use of the Facilities:** SEA Local 1984, Merrimack County, Department of Corrections or committees of the local shall be allowed the use of the facilities of the County for meetings when such facilities are available and such meetings would not conflict with the business of the County. The Employer will determine availability and lack of conflict.
- 5.2 **Visitation:** A field Representative of the Association shall be allowed to visit bargaining unit employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the unit employee being visited. Due to the security requirements associated with a direct supervision facility, such visits shall be conducted in an appropriate area identified by the Superintendent, or designee. The Field Representative shall also be permitted to conduct visits with unit employees in the Staff Patio Area provided that the notice requirements herein are complied with. Whenever practicable, twenty-four (24) hours advance notice of the desire to schedule such an appointment, together with an estimate of the time needed, shall be provided by the Field Representative to the Superintendent, or designee. These visitation rights shall be subject to the operational status of the facility, but permission to visit shall not be unreasonably withheld.

- 5.3 **Bulletin Boards:** The County shall provide reasonable space on bulletin boards for the exclusive use of the Association in communicating with employees in the bargaining unit.
- 5.4 **Employee Names:** The County shall on or before January 1st of each year furnish to the Association an alphabetical listing of the names and addresses of the employees in the bargaining unit.
- 5.5 **New Hires:** The County shall notify the Association of all newly hired bargaining unit employees into positions covered by the PELRB certification within seven days from the date of hire.

ARTICLE 6
Dues Check-off and Fair Share

- 6.1 **Dues Deduction:** The County shall deduct the amount of Association dues certified by the Treasurer or authorized officer of the Association from the pay of each member of the Association who has heretofore submitted or who shall hereafter submit to the County an individual written authorization for such deduction. A deduction of dues shall cover the current pay period in which the said deduction is made. The Association agrees to indemnify and hold the County harmless from any and all expenses, claims or liabilities, which might be incurred by the County in connection with the administration of the provisions of this Article 6.1 of the Agreement provided that the County has complied with the terms of this Article 6.1. The extent of the Association's liability under this provision shall not exceed the amount of the dues deducted by the County during the period in contest.
- 6.2 **Maintenance of Membership:** Those employees who are members of the Association on the effective date of the Agreement shall be notified in writing by the Association that they must retain their membership throughout the period (term) of the Agreement except that each member shall have the opportunity to withdraw their membership within thirty (30) days following the signing of the contract. When the contract is signed the Association shall notify each bargaining unit member of their right to withdraw by simultaneously posting a notice on the Association's bulletin board and by mailing a copy to the employees' home address.

Notice of Withdrawal of membership shall be in writing and postmarked no later than fifteen days after the receipt of the notice from the Association.

- 6.3 **Representation Costs:** An individual who is not a member of the Association who requests services of the Association in a grievance representation shall be charged the full fair cost to the Association of such representation.

ARTICLE 7
Basic Work Schedule

- 7.1 **Regular Work Week:** The parties agree to allow the schedule study committee further time to complete its work and, if agreement is reached between the parties, to incorporate the agreed upon schedule in Article 7, replacing the current language. Until such time the current schedule will be maintained. If the parties do not reach agreement, they shall, upon request, reopen negotiations to address the solitary issue of Basic Work Week Schedule as set forth in Article 7.1 Regular Work Week.
- 7.1.1 The regular work schedule for correctional officers and supervisors will consist of one hundred and sixty-five (165) hours in each four week period. The work shifts shall be of eight and one quarter (8 1/4) hours duration.
- 7.1.2 Employees will choose their assigned shifts according to seniority.
- 7.1.3 The shift hours will be established by mutual agreement of the parties.
- 7.1.4 The regular daily work schedule for correctional officers and supervisors shall include a fifteen (15) minute briefing period at the beginning of each shift, commencing at ten (10) minutes before the hour and ending at five (5) minutes past the hour. Attendance at the shift briefing is mandatory, unless excused by the Superintendent or his/her designee, and is considered part of the normal work day.
- 7.2 **Breaks:** No reduction shall be made from the basic workday for rest periods of fifteen (15) minutes in every four (4) hours working time or major fraction thereof; such rest periods to be taken insofar as practicable in the middle of such working time.

Additional rest periods may be provided however, when circumstances permit.

- 7.3 **Charge Nurse & Training Coordinator:** The regular work week for the Charge Nurse and Training Coordinator shall be forty (40) hours per week and two (2) days off, consisting of eight (8) hours of regular work per day in any one day; however, such employee shall be permitted to adjust (flex) each eight (8) hour period among the three (3) shift for which the Charge Nurse and Training Coordinator supervises. Any such adjustment (flex) schedule shall be filed with the Superintendent or his/her designee one (1) week prior to the week actually worked. In the event of a requirement to change schedule on a short notice this schedule change must be approved by the Superintendent or his/her designee prior to the change.

The regular time worked in excess of eight (8) consecutive hours in one day or forty (40) hours in a week shall be compensated at the overtime rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay, as further described in Article 8, herein.

ARTICLE 8
Overtime

- 8.1 **Overtime Defined:** Bargaining unit members who are required to work either before their shift starts or after their shift ends must have the approval of their supervisor to authorize payment of overtime.

For correctional officers and supervisors who belong to the bargaining unit, overtime is work performed in excess of eight and one quarter (8 1/4) hours in one day, or forty-one and one quarter (41 1/4) hours in one work week. Overtime work performed shall be compensated at the rate of time and one-half the regular rate, for all time worked as defined in 8.4., below.

For all other unit members, overtime is work performed in excess of eight (8) hours in one day, forty (40) hours in one work week. Overtime work performed shall be compensated at the rate of time and one-half the regular rate, for all time worked as defined in 8.4., below.

- 8.2 **Offsetting Overtime:** No member shall be relieved of duty during the regular shift hours in his/her basic work schedule in order to compensate or offset overtime hours worked outside of his/her regular work shift of the basic work schedule, except by mutual agreement.

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

8.3.1 The supervisor shall give as much notice as practicable when overtime will be worked;

8.3.2 When overtime is to be worked, members shall be offered the overtime work on the basis of an overtime roster which shall be kept with work schedules. The shift supervisor shall utilize the overtime roster to make overtime equally available to all members. The members on the overtime list will be called and will be marked off as "A" (acceptance), "R" (refusal), "N" (no response). Calls will be made until someone accepts. The next time someone is needed for overtime the supervisor shall call the next person on the list after the last one that accepted overtime work. In the event that an error is made in the administration of the overtime roster and an eligible member is not called as provided for herein said member shall be called first for the next overtime assignment. The affected member shall not typically be entitled to the receipt of pay, or other compensation, for the missed overtime assignment opportunity.

8.3.3 Overtime shall be available equally to employees;

- 8.3.4 To the extent practical, all overtime assignments shall be on a voluntary basis. In the event that enough volunteers do not present themselves, the mandatory assignment of overtime work shall be required. However, a member may not volunteer for an overtime assignment for a period of sixteen (16) hours after utilizing sick leave, unless it would alleviate requiring another employee from being mandated. Mandatory overtime shall be excused when a member presents a legitimate reason for inability to perform the mandated overtime. The County will make available a “real time” mandated overtime list to all bargaining unit members so as to provide accountability of the fairness of the process.
- 8.4 **Pay Status:** Time worked, for the purpose of this article, shall mean all time a member is on pay status. Pay status shall include training, seminars and meetings authorized by the Superintendent. Unless authorized by the Superintendent or required by law, pay status shall not include preparations for negotiations or participation in negotiations unless such negotiations are held during a member’s regularly scheduled hours of employment. In the event of a conflict the bargaining ground rules agreed to by the parties shall supersede this Article 8.4.
- 8.5 **Overtime Payment:** Payment for all overtime work shall be made in the member’s regular paycheck for the pay period in which the overtime was worked.
- 8.6 **Call Back:** A member who is required to report to work at other than his/her regularly scheduled work shift for the purpose of attending a staff meeting shall be paid mileage, portal to portal from their residence to the County House of Corrections at the established IRS rate.

A member who is required to report for training at a location other than the Merrimack County Department of Corrections shall be paid mileage, portal to portal from their residence to the site of such training.

Additionally, any full time member called back to work after leaving work shall be guaranteed a minimum of not less than four hours of pay at the rate of time and one-half the regular rate, and may be required to work not less than four hours.

ARTICLE 9
Holidays

- 9.1 **Holidays Listed:** The following and any other days designated by the County Commissioners are the official holidays for the term of this Agreement:

New Year's Day	Columbus Day
Presidents' Day	Biennial Election Day
Martin Luther King Day	Veteran's Day
Memorial Day	Thanksgiving Day

Independence Day
Labor Day

Day after Thanksgiving
Christmas

All full-time employees covered by this Agreement shall be entitled an allotment of eleven/twelve (11/12) days of holiday leave each year on January 1st. New employees shall be granted holiday leave on a pro-rata basis (one holiday for each remaining months in the current year from date of hire). Use of holiday leave will be in accordance with the provisions of annual leave. Holiday leave not taken by December 31st shall be forfeited without payment.

All holiday earned and not used prior to December 31, 2011, shall not lapse. Balance will be put into a Holiday Bank and remain available for use and be carried forward until such balance is used.

- 9.2 **Bridge Shift:** When a regularly scheduled shift bridges two calendar days, (i.e., the third shift), one of which is a holiday, it shall be considered a holiday shift if it ends on the holiday.
- 9.3 **Holiday Compensation:** An employee who is scheduled to work on a holiday shall be paid the rate of one and one-half (1 ½) times the regular base rate in effect immediately prior to the holiday.
- 9.4 **Holiday Pay:** Holiday pay will be paid at the regular base rate in effect immediately prior to the date of holiday leave taken.
- 9.5 Upon termination of employment, an employee will be paid for any allotted holiday leave at his/her regular rate of pay. In the event of death of an employee, a sum equal to the number of days of holiday leave remaining shall be paid to his/her estate.

ARTICLE 10

Wage and Salary Administration

Wages:

- 10.1 Effective January 1, 2010, the salary schedule for unit members shall remain at current wage schedule effective 1/01/09 as set forth in Appendix B.
- 10.1.1 Effective January 1, 2011, the salary schedule for unit members shall remain at current wage schedule effective 1/01/09 as set forth in Appendix B.
- 10.1.2 Effective January 1, 2012, the salary schedule for unit members shall remain at current wage schedule effective 1/01/09 as set forth in Appendix B.

10.2 **Longevity:**

10.2.1 Every bargaining unit member hired prior to March 31, 2002 and who is employed by the County as of December 1 and who has been employed for five (5) or more years by December 31 of each year shall receive a payment of five hundred dollars (\$500.00) on the first pay period of December.

10.2.2 Every bargaining unit member hired prior to March 31, 2002 and who is employed by the County as of December 1 who has been employed for ten (10) years or more by December 31 of each year shall receive a payment of seven hundred dollars (\$700.00) on the first pay period of December.

10.2.3 Every bargaining unit member hired prior to March 31, 2002 and who is employed by the County as of December 1 who has been employed for fifteen (15) years or more by December 31 of each year shall receive a payment of one thousand dollars (\$1,000.00) on the first pay period of December.

10.2.4 Every bargaining unit member hired prior to March 31, 2002 and who is employed by the County as of December 1 who has been employed for twenty (20) years or more by December 31 of each year shall receive a payment of one thousand two hundred dollars (\$1,200.00) on the first pay period of December.

10.3 **Itemization of Deductions:** Payroll checks shall contain an itemization of all payroll deductions for the pay period. A member shall receive a report of his/her deductions to date for the calendar year upon request. The frequency of such requests shall not be unreasonable.

10.4 The compensation plan for unit members shall be consistent with the following:

10.4.1 **Entry Rate:** No employee shall receive a salary greater than the maximum or less than the minimum for that employee's class.

10.4.2 **Beginning Salary:** The minimum rate of pay for a class shall normally be paid upon appointment to the class. However, subject to the approval of the Commissioners, original appointments at a salary above the minimum rate may be paid whenever such action is in the best interest of the County.

10.4.3 **Re-employment:** If a former member is re employed within the period of one (1) year in a class in which he/she was previously employed, the Employer shall make an appointment at the same or higher rate of pay than the member had been receiving at the termination of service.

10.4.4 **Demotion:** A member who is demoted for proper cause to a lower class for which qualified, shall be employed at the minimum step in his/her lower salary range

appropriate for his/her length of service. A member who is demoted as a result of a reduction in force shall be employed at the maximum salary range of the lower class for which qualified. If the maximum salary of the lower class is the same or higher than the salary of the person demoted, the salary of the demoted person shall be the same as that previous to demotion.

10.4.5 **Promotion:** When a member is promoted, he/she shall be paid at a rate determined by locating the pay step in the new labor grade that is closest to, but not less than, the member's current rate of pay in the pre-promotion labor grade and then adding one step.

10.4.6 **Step Increases:** Step increases within an established range shall be granted at regular twelve (12) month intervals to bargaining unit members for satisfactory service. However, the Employer may withhold an increase for unsatisfactory work performance, providing that the bargaining unit member has received a written notice indicating the intention of the Employer not less than thirty (30) days prior to the member's anniversary date. Such notice shall stipulate the reasons for withholding the increment and the appointing authority shall give the member every opportunity to correct his/her deficiency. Any such members shall be re-evaluated after four (4) months from the date of such notice. If the member's deficient performance improves to meets expectations the member shall be granted the withheld increase commencing upon the first pay period following the re-evaluation which then shall become the member's new anniversary date. If the re-evaluation is not performed at the four (4) month date, the member shall be awarded the increase retro-active to the four (4) month date which then shall become the member's new anniversary date.

ARTICLE 11

Differentials and Premiums

11.1 **Shift Differential:** Differential pay will be paid to all bargaining unit members on the following basis:

3 PM – 11 PM	\$.90 per hour
11 PM - 7 AM	\$1.10 per hour

11.2 **Weekend Differential:** An hourly premium of one dollar and ten cents (\$1.10) per hour will be paid in addition to all other applicable compensation for all hours worked by a member on a weekend.

11.3 **Payment of Differentials:** Shift differentials shall be applied to all hours paid whether or not they are actually worked, excluding military leave.

11.3.1 Permanent shift bargaining unit members shall be paid the differentials applicable to the shift to which they are assigned for purposes of annual leave, sick leave and training payments.

11.3.2 Non-permanent shift members shall be paid differentials as follows:

11.3.2.a *FOR LEAVE OTHER THAN SICK LEAVE:* A non-permanent shift member's shift differential shall be paid at the rate applicable for the majority of shifts for which the member was scheduled to work in that pay period. In the event of equal numbers of shifts being worked, the higher rate shall apply.

11.3.2.b *FOR SICK LEAVE:* A non-permanent shift employee's shift differential shall be paid at the rate applicable for the shift(s) during which the employee was absent on sick leave.

11.4 Shift Training Officer: Shift Training Officers shall be paid a premium of \$150.00 per year on the officer's anniversary date.

ARTICLE 12
Leave Administration

12.1 Annual Leave:

12.1.1 Unit employees shall earn annual leave with full pay on the basis of the following schedule.

<u>Year of Service</u>	<u>Max Hours Earned per Regular (non-OT) Hours Paid/PP</u>	<u>Multiplier</u>	<u>Maximum Accumulation</u>
First	4.87 (80 hrs)	0.06085	309.38 hrs.
	5.02 (82.5 hrs)	0.06085	
2nd-5th	6.25 (80 hrs)	0.07810	309.38 hrs.
	6.44 (82.5 hrs)	0.07810	
6th-10th	6.87 (80 hrs)	0.08585	309.38 hrs.
	7.08 (82.5 hrs)	0.08585	
11th plus	8.21 (80 hrs)	0.10260	309.38 hrs.
	8.46 (82.5 hrs)	0.10260	

12.1.2 All unit employees with more than one year's employment shall be required to use at least 10 days of annual leave in each calendar year.

12.1.3 Every unit employee shall be afforded the opportunity to receive two consecutive weeks of annual leave if accrued leave time is adequate.

12.1.4 (A) Bid-Based Leave Request: Leave requests shall be submitted between January 1 through January 31 for leave based upon seniority for the period of March 1 through the end of February of the following year. Employees shall be notified as to approval or denial of such leave requests within twenty-one (21) calendar days of January 31.

(B) Non-Bid-Based Leave Request: All other leave requests shall be submitted at least twenty-four (24) hours before the leave is scheduled to begin. Leave requests submitted less than twenty-four (24) hours in advance shall not be unreasonably denied.

12.1.5 Upon termination of employment, an employee will be paid for any accumulated annual leave at his/her regular rate of pay. In the event of death of an employee, a sum equal to the number of days of annual leave remaining shall be paid to his/her estate.

12.1.6 If due to an emergency, lack of personnel or other legitimate reason a member of the bargaining unit is not able to take leave, excess leave time will not lapse.

12.2 Sick Leave:

12.2.1 Every unit employee shall be entitled to sick leave with full pay on the basis of the formula given below and computed at the end of each completed month of service.

Max Hours Earned Regular <u>(non-OT) Hours Paid/PP</u>	Days Earned Per Year	Maximum Accumulation
3.17 (80 hrs)	10.30	105 days (840 hrs.)
3.27 (82.5 hrs)		

12.2.2 Sick leave may be utilized for absences due to illness, injury, or exposure to contagious disease or quarantine. An employee who is unable to report to work is required to call in each day before the beginning of the shift.

12.2.3 Sick leave is earned from the first day of employment and may be used as earned.

12.2.4 An employee shall be required to furnish a certificate from an attending physician for absences of three (3) consecutive calendar days.

12.2.5 Whenever a former employee has been separated from the County due to a reduction in force, or for reasons without prejudice but for the convenience of the County, is reinstated within three years in this bargaining unit, the previously accumulated and unused balance of his/her sick leave allowance not paid shall be returned to his/her credit.

12.2.6 In the event of the death of any employee, his/her estate shall be paid for all sick leave time to his/her credit at the employee's regular rate of pay at the time of death.

12.2.7 Employees who use sick leave shall be paid in the appropriate pay period, provided they have enough sick leave to cover the absence. If the County believes the sick leave use to have been inappropriate, the employee shall be so notified in writing.

12.2.8 Upon retirement, full time employees shall be paid at their regular rate of pay for one-third (1/3) the number of sick leave days remaining to the employee's credit to a maximum of twenty (20) days.

To qualify, eligible employees must meet the following criteria.

1. Retired employees must meet the N.H. State Retirement guidelines for either a SERVICE or DISABILITY retirement allowance, as defined under RSA 100-A:5 and RSA 100-A:6.
2. Retired employees must have served a minimum of ten (10) consecutive years of county service.

Continuation of this program will be contingent on annual funding and may be subject to review or changes based on the county's compensation package.

12.2.9 Full-time employees using two or less sick leave days in the year preceding their anniversary date shall receive a bonus equal to three days pay at their regular rate of pay on the first pay period in January of each year.

12.3 **Leave Reporting:** All accumulated leave time earned by an employee shall be calculated and a statement thereof inserted with the employee's paycheck quarterly.

12.4 **Bereavement Leave:** An employee is entitled leave at full pay, not to exceed three days for a death in the immediate family. For the purpose of administering the provisions of funeral leave, immediate family shall mean, husband, wife, father, mother, brother, sister, son, daughter, ward, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, step-mother, step-father, step-brother, step-sister, step-child, guardian or members of the family living within the household.

12.5 **Leave of Absence Without Pay:** A regular full-time employee, upon proper application in writing to and upon written approval by the Superintendent, may obtain a continuous leave of absence without pay for a period not to exceed three (3) months. Leave of absence without pay, however, will not be granted until all of the employee's accumulated annual leave has been exhausted. Extensions of leave for additional periods may be granted by the County Commissioners if recommended by the Superintendent, but other than in exceptional cases the total period shall not exceed one year. No annual leave or sick leave may be accumulated during a leave of absence without pay. At the expiration of such leave, or if approved by the Employer before the expiration of the leave, the employee shall be reinstated without loss of any of his/her rights. Failure on the part of an employee to report promptly at the expiration of the leave of absence, except for satisfactory reasons submitted in advance, shall be a cause for dismissal.

- 12.6 **Leave of Absence With Pay:** The Superintendent may, with the approval of the County Commissioners, authorize salary payments in whole or in part to employees whose leaves have been approved in order to permit them to attend school, visit other governmental agencies, or in any other approved manner to devote themselves to improvement of the knowledge or skills required in the performance of their work. Requests under this section must be made to the Superintendent in writing. Annual leave and sick leave will continue to be accumulated during a leave of absence with pay, proportional to the amount of pay.
- 12.7 **Jury Duty:** An employee shall be given time off without loss of regular straight time pay or annual leave when called to jury duty, or when subpoenaed to appear before a court, public body or commission. The employee will be reimbursed by the County for the difference between his/her jury pay or attendance fee and his/her regular straight time earnings for the day in question upon presentation of appropriate documentation of jury service or appearance before a court, public body or commission in connection with the employee's duties for the County. Employees will return to work immediately upon being released from any such jury duty or appearance before a court, public body or commission.
- 12.8 **Military Leave:** Any employee, hired prior to March 31, 2002, who is a member of any reserve component of the United States or of this state, shall be granted not more than fifteen days military leave with pay in any one calendar year for the purpose of engaging in military drill, training, or other temporary duty under military or naval authority. No annual leave or sick leave which the employee may have accumulated shall be lost because of military leave, provided, however, that upon entrance of extended active duty an employee shall be paid, if he/she requests, for all days of accumulated annual leave remaining to his/her credit. Any employee, hired on or after March 31, 2002, who is a member of any reserve component of the United States or of this state, shall be granted not more than fifteen (15) days military leave with pay in any one calendar year for the purpose of engaging in military drill, training, or other temporary duty under military or naval authority. Upon presentation of a copy of the employee's official military pay records, the employee shall receive as pay the difference between the employee's weekly straight time pay and regular base pay received as a member of any reserve component of the United States or this state. Regular base pay does not include compensation such as travel pay, clothing allowance, or hazardous duty pay. No annual leave or sick leave which the employee may have accumulated shall be lost because of military leave, provided, however, that upon entrance of extended active duty an employee shall be paid, if he/she requests, for all days of accumulated annual leave remaining to his/her credit.
- 12.9 **Medical Leaves of Absence:** Medical leaves of absence without pay pursuant to the Family and Medical Leave Act of 1993, as amended shall be granted by the Superintendent for a period not to exceed twelve (12) work weeks in any twelve (12) month rolling back period as defined in the Rules and Regulations promulgated under the FMLA. Medical leaves of absence shall only be granted to regular employees, who have worked for the County at least twelve (12) months and worked at least one thousand two

hundred fifty (1,250) hours during the year preceding the start of the leave, for purposes of a serious health condition of the employee, spouse, child or parent, or because of the birth of the employee's child or the placement of the employee's adopted child. While on medical leave, each employee must keep the department head advised as to the medical recovery progress. To be eligible for leave without pay for medical reasons the medical condition of the employee or of the family members for which leave is taken must be certified with a physician's written medical statement.

- 12.9.1 During a medical leave of absence without pay, an employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the County in accordance with the established level of contribution during periods when the employee is on medical leave without pay. While on an unpaid medical leave of absence the employee will be responsible for paying the employee's share of the premium by submitting payment to the business office on or before each regular payday. The County may recover its share of the premiums for maintaining coverage for the employees under such group health plans during the period of leave if the employee fails to return to work for reasons other than the continuation or onset of a serious health condition entitling the member to leave, or other circumstances beyond the employee's control. Certification of inability to return to work as specified and allowed by this medical leave of absence may be required.
- 12.9.2 An employee shall be required to first exhaust all of the employee's accumulated sick leave (in the case of serious health conditions of the employee, spouse, child, or parent) and then accumulated vacation leave during the term of the medical leave of absence provided for herein. The combination of paid and unpaid leave shall not exceed twelve (12) work weeks in any twelve (12) months period.
- 12.9.3 Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted. Failure of the employee to report promptly for work at the expiration of the leave shall be cause for dismissal.
- 12.9.4 Upon the approval of the Superintendent an employee may receive an extension of the medical leave of the absence without pay for a period beyond twelve (12) work weeks provided notice is given at least ten (10) work days prior to the commencement of said extension. An employee shall have no loss of accrued benefits or seniority, but will not continue to accrue any such benefits during said extension. Continuation of the health insurance benefit during the extension period shall be at employee expense.
- 12.9.5 Prior to an employee's return to service after a medical leave of absence a satisfactory fitness for duty certification must be presented to the Superintendent or designee.
- 12.10 **Personal Leave:** Each unit employee shall receive one (1) personal leave day for his/her use in each year. Personal leave is intended to be used for personal reasons as determined by the employee. Employees who need to use their personal leave agree to provide as

much notice as practical given the circumstances involved. After notice is provided, employees shall be entitled to use personal leave in increments of one (1) hour or more.

ARTICLE 13
Safety and Health

- 13.1 **Work Place Safety:** The Employer shall endeavor to provide and maintain safe working conditions and the bargaining unit members agree to follow all safety rules. The Association will cooperate to that end and encourage the members, at all times, to perform their assigned tasks in a safe manner. It is understood that employees will not be required to perform any work or duty which is unreasonably unsafe or unhealthy, beyond the usual risk or hazard inherent in the member's job, providing the member immediately reports the unreasonably unsafe or unhealthy condition to his/her supervisor as soon as it becomes known. Upon receipt of such a report, the supervisor will assess the situation to determine an appropriate course of action. As long as the member is acting in good faith, the member will suffer no loss of pay and will not be disciplined for any such refusal to perform unreasonably unsafe or unhealthy tasks.
- 13.2 **Safety Committee:** The Parties agree that a Joint Loss Management Committee will be established in the unit comprised of not more than three bargaining unit members appointed by the Association and not less than one nor more than three representatives of the County. The purpose of this committee is to bring to the attention of the department areas where conditions detrimental to health or safety exist, and make recommendations for the elimination of same. The committee will meet at the call of either of the co-chairs, one appointed by the Association and one by the County.
- 13.3 **First-aid:** The County agrees to maintain in every building adequate first-aid kits which shall be located in secure but readily accessible areas. All on-the-job injuries, regardless of seriousness, shall be reported to the supervisor. Injuries requiring hospital treatment shall be treated at the most appropriate hospital. The County further agrees to post the names and telephone numbers of ambulance services on official bulletin boards.
- 13.4 **Training and Equipment:** The County agrees to provide adequate and appropriate training and equipment to ensure the safety of correctional bargaining unit members. 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 bargaining unit member. The Safety Committee shall convene to implement this provision.

ARTICLE 14
Promotion, Transfer, Lay Off, Seniority

14.1 **Intent:** The Parties agree that the intent of this Article is to provide an equal opportunity to all bargaining unit members in the unit for advancement.

14.2 **Filling Vacancies:** A vacancy or new position shall be filled in the following manner:

14.2.1. The County shall post internally for seven (7) days all open bargaining unit positions except for entry level correctional officer positions in conspicuous places. The posted position shall contain the following:

Job Title	Job Location	Qualifications
Salary Range	Date of Closing	

14.2.2 Filling of positions will be by selection from among the qualified candidates on the basis of capacity for the position, experience, ability to perform job tasks, and other criteria appropriate for the position to be filled.

14.3 **Applications:** A member who meets the qualifications may submit an application for a position. The County agrees to interview all qualified member applicants who apply for the position. Each applicant will be notified in writing if he/she is not selected.

14.4 **Promotion:** Promotion shall only mean change in rank. Full-time regular members who are promoted shall serve a probationary period of six months. Members who fail the probationary period shall be returned to the same position from which they were promoted.

14.4.1 A member who bids for and is laterally transferred to a specialty position shall serve a six month probationary period. If the member fails the probationary period, he/she shall be returned to the same position that he/she previously occupied.

14.5 **Layoff and Recall:**

14.5.1 **Layoff Process:** In the event of a layoff, the County shall lay off according to seniority, beginning with the member with the least seniority in each job classification to be affected. No permanent employee shall be laid off from any position while there are temporary, fill-in, part time or probationary employees serving in the same position/classification.

14.5.2 **Reasons for Lay-off:** An Employer may lay-off a member in the unit whenever necessary by reason of abolition of a position, because of change in organization, lack of work or insufficient funds. Such lay-off shall not be considered to reflect discredit on the service of the member.

14.5.3. **Notice of Lay-off:** An Employer shall give written notice to the member affected of any proposed lay-off and reasons therefore, at least fourteen (14) calendar days before the

effective date thereof unless circumstances beyond the control of the Employer prevent this length of notice.

- 14.5.4. **Recall:** After a layoff, the County agrees to recall in writing all available laid-off members first, according to classification and seniority.
- 14.5.5 **Bumping:** Any member who is to be laid off and who has more seniority than a member in another job classification may replace that employee provided he/she meets the minimum occupational qualifications.
- 14.6 **Seniority:** Seniority shall be the length of continuous service with the Department of Corrections from the date of hiring, and shall be calculated on the basis of years, months, and days of service. Employees hired on the same date, seniority is determined by last four digits of each employee's Social Security Number, highest number to lowest number, highest being senior over lowest number. For members hired by the Department of Corrections from other County Departments, seniority shall be the length of continuous service with the County for purposes of leave accruals only. Should there be a voluntary interruption or break in service, seniority shall commence as of the date of last entrance into county service. Should the break in service be due to a reduction in force, prior seniority will be retained upon re-entrance into the county service. Leaves of absence shall not be considered as breaks in service.
- 14.7 **Expansion of Facility:** The Parties agree that, in the event that an increase in the size of the bargaining unit occurs due to an expansion of the correctional facility, they shall meet for the purpose of presenting ideas and discussing the merits of implementing a change in the current delineation of employee duties, responsibilities, job descriptions, and like concerns. Either party may reopen contract negotiations regarding these issues.
- 14.8 **Temporary Assignments:** No employee shall be temporarily assigned to any other position, duty or assignment for more than three (3) months. Any such assignment that may exceed three (3) months shall be filled as a vacancy/new position as set forth in Article 14.2 above. The Superintendent shall have the right to request to the Union an extension to a temporary assignment beyond three (3) months.

ARTICLE 15

Benefits

- 15.1 **Health Insurance:** Bargaining Unit employees shall be provided with Major Medical, Health and Hospitalization insurance for themselves and dependents, of which a portion equal to eighty percent (80%) of the family plan, eighty-five percent (85%) of the two-person plan, and ninety percent (90%) of the single person plan shall be borne by the County. The remainder of the costs of coverage shall be borne by the member and periodically deducted from their pay. The plans provided shall be BlueChoice and Matthew Thornton Blue. In the event that the County decides to change to a different

health insurance plan, such alternate plan must provide a level of benefits at least comparable to the plans previously provided by the County.

15.1.1 In addition, the Parties agree that the dollar amounts being paid by unit members for health insurance shall be increased effective one (1) month after a rate increase has been put into place by the carrier, and reflect the prevailing rate at existing co-payment percentages. (Example: the annual rate increase which is typically announced in November for the upcoming calendar year shall be reflected in the pay checks received by employees beginning in December.)

15.1.2 Members eligible for health insurance under the County's plan who elect not to be covered under the County's health insurance plan, shall receive a payment in lieu of health insurance benefits from the County in December of each year. Members who have completed a full year (January 1st to December 31st) shall receive a three thousand dollar (\$3,000.00) taxable lump sum payment. Members re-enrolling in the County's plan due to a qualifying life event in accordance with the carrier's policies, or terminating employment, shall receive a pro-rated payment at the rate of \$250.00 per month for each full calendar month they are (were) not covered under the county-sponsored health plan. Members who elect to withdraw from county-sponsored health insurance coverage during the year shall also receive a pro-rated payment at the rate of \$250.00 per month for each full calendar month during which they are (were) not covered under the county-sponsored health plan. New members who do not select the County's health insurance will receive a pro-rated lump sum in the year of their date of hire. Members must show proof of alternate health insurance coverage to be eligible for said payment in lieu of the County's health insurance.

15.2 **Personal Loss:** Every bargaining unit member shall be reimbursed up to a maximum of \$500.00 per year for the loss or damage to any personal property as a result of their official duties provided that the member has exercised due care with respect to their personal property.

15.3 **Dental Insurance:** Bargaining unit members and their dependents shall be provided with dental insurance, the cost of which shall be borne by the County. The level of benefits shall be at least comparable to those provided in Northeast Delta Plan A & B.

15.4 Health insurance will be offered to county bargaining unit members who meet the following eligibility requirements:

1. Retired members must meet the N.H. State Retirement guidelines for either a SERVICE or DISABILITY retirement allowance, as defined under RSA 100-A:5 and RSA 100-A:6;
2. Retired members must have served a total of ten (10) years employment with the County of Merrimack.
3. Retired members must first take advantage of other health care plans that they may be eligible for such as the N.H. Retirement System Group II benefits,

Medicare at the age of 65, insurance through a spouse, or worker's compensation, as applicable.

The county will contribute a percentage of the balance of the monthly premium, for one person, as outlined below:

1. For members hired before January 1, 2008:

<u>Yrs. of Service</u>	<u>County Share</u>	<u>Retiree Share</u>
10 - 14	50% of Premium	50% of Premium
15 - 19	75% of Premium	25% of Premium
20 +	100% of Premium	NO COST

2. For members hired on or after January 1, 2008:

<u>Yrs. of Service</u>	<u>County Share</u>	<u>Retiree Share</u>
20 - 29	50% of Premium	50% of Premium
30+	75% of Premium	25% of Premium

Retirees will have the opportunity to include dependents on their group membership, if desired, at an additional cost to the retiree (based on the County's group rate).

Continuation of this program will be contingent on annual funding and may be subject to review or change based on the County's health care plan.

- 15.5 Any member who utilizes his/her private vehicle for County business purposes at the request of his/her supervisor, shall be reimbursed at the maximum allowable rate, as established by the IRS, for all miles driven.
- 15.6 Life Insurance: The County shall provide life insurance in accordance with the terms of the policy in the sum of thirty thousand dollars (\$30,000.00) or in the sum of the employee's regular base annual wage, whichever is greater.
- 15.7 Cafeteria Plan: The County shall hereafter administer a Section 125/Cafeteria Plan on behalf of bargaining unit members so that members may authorize the County to deduct from their payroll certain income to be used by said members to fund payment on a pre-tax basis of designated and allowable expenses for healthcare, dependent care, and any and all other types of expenses authorized from time to time by the County in its sole discretion.
- 15.8 AFLAC Insurance: The County shall provide a payroll deduction for an insurance benefit provided through the American Family Life Assurance Company of Columbus (AFLAC) or a similar insurance provider as may be designated by the County. Bargaining unit member participation shall be voluntary. The payment for any such insurance shall be the

sole obligation of the participating member and at no expense to the County (other than the expense of administering the payroll deduction).

ARTICLE 16
Miscellaneous

- 16.1 **Training:** All bargaining unit members will receive proper training commensurate with their responsibilities within the first year of their employment. New hires will receive proper training prior to assignment to duty, which shall consist of not less than forty (40) hours of orientation prior to a regular shift assignment, providing that in the event of an emergency situation, this provision may be suspended. Members will have the right to continue their education relative to their employment under applicable programs.
- 16.2 **Appearance:** Personal appearance of correctional officers will be neat at all times and hair length will be off the collar and above the eyebrows. Hair, sideburns and mustaches will be kept well groomed.
- 16.3 **Facilities:** Unit employees will be provided with a coffee pot in each control room, and a microwave oven and a refrigerator shall be available for their use in the corrections facility. Employees will continue to be accorded the use of the kitchen facilities when on duty.
- 16.4 **Meals:** Every bargaining unit member shall be entitled to receive one meal, at the Employer's expense, for each shift worked.
- 16.5 **Uniforms:** The County shall provide and maintain uniforms for all correctional employees. The uniform allotment for each correctional officer shall be at least:
- three (3) short sleeve shirts
 - three (3) long sleeve shirts
 - three (3) pant
 - One (1) Year-Round Jacket
 - One (1) Pair Black Boots or Shoes
 - Two (2) Ties
 - One (1) Duty Belt
 - One (1) Handcuff Case
 - One (1) Set of Handcuffs
 - One (1) Badge
 - One (1) Name Tag
 - One (1) State Seal Insignia
 - One (1) MCDC Collar Pin
 - One (1) Glove Case with Pocket Mask and 1-Way Valve

Staff requiring uniform or equipment replacements for worn or damaged items shall submit the item with a written request before the 12th of each month. Orders to replace items shall be made by the 15th of the month. Repairable items will be repaired at the County's expense and reissued to the staff member who turned them in.

16.5.1 It shall be the employee's obligation to present a clean, professional, and well maintained appearance. Uniform and/or equipment items damaged or destroyed in the line of duty or as a consequence of normal wear shall be replaced at no expense to the employee.

16.5.2 Permanent medical services bargaining unit members shall be reimbursed up to one hundred seventy-five dollars (\$175.00) per contract year, upon presentation of receipts, for costs associated with purchasing and replacing uniform clothing and footwear.

16.6 **Fitness:** The County shall provide financial assistance up to one hundred dollars (\$100.00) per calendar year to assist a bargaining unit member's participation in health or fitness programs. Application for this assistance shall be made in writing to the Superintendent at least one (1) month before the program begins. Payment will be made upon successful completion of the program. Successful completion is qualified as demonstrated and sustained participation in a health and fitness program for a minimum of nine (9) months of a year with a minimum of eight (8) attendances per month prior to receiving reimbursement.

Applications for participation in this program must include a description of the program, the objective(s) to be achieved, and the costs of the program. In the event that the program includes use of the general facilities and programs of a health or fitness club, the application shall include a proposal for verification of attendance.

16.7 **Lockers; Lounge:** Bargaining unit members shall be accorded the use of a locker and staff dining area within the correctional facility.

16.8 **Foul Weather Gear:** Any bargaining unit employee who is assigned or required to work outdoors shall be properly outfitted with the necessary foul weather gear as is necessary for employees to carry out their duties and any other item designated by the Superintendent or his/her designee.

ARTICLE 17

Discipline and Involuntary Separation

17.1. **Disciplinary Standard:** The County shall not discharge or take other disciplinary action against an employee without just cause. The discipline to be imposed in any particular case will be based on the totality of the circumstances including the nature of the offense, the employee's length of service, prior work record, and prior disciplinary record.

17.2. Notice of Termination: The County shall give an employee not less than two weeks notice or pay in the event that the County desires to end an employee's employment, unless such termination is for just cause.

17.3. Reasons for Discipline: Some of the serious misconduct which can result in immediate discharge without prior warning or notice include:

1. Stealing or wrongful appropriation of funds or property of the County, of other employees, or of inmates.
2. Criminal acts.
3. Violation of posted rules or other County policies or procedures that warn of discharge.
4. Behavior intended to harm or injure anyone's person, reputation or employment.
5. Conviction of a felony, or conviction of a misdemeanor which hinders the employee's ability to function effectively as a correctional employee.
6. Knowingly or negligently destroying property of the County.
7. Knowingly or negligently refusing to follow lawful instructions or orders issued by any superior.
8. Knowingly falsifying any work record or any claim for benefits.
9. Possession or use of alcoholic beverages, illegal drugs or other intoxicants on County property or arriving or returning to work under the influence of any alcoholic beverage, illegal drug or other intoxicant.
10. Improper treatment of inmates, including, but not limited to, verbal or physical abuse, derision or the violation of any statute, regulation or correctional facility rule or policy regarding inmates.

17.4 Reasons for Discipline: Other offenses of less seriousness which may not automatically result in immediate discharge, but which could result in discharge, including lateness, absence, horseplay or practical joking, inappropriate or obscene language, and unsatisfactory work for which the employee has been disciplined, will be handled as follows:

1. A superior will give one or more oral warnings to the employee. At the superior's discretion any number of oral warnings may be given depending upon the attitude of the employee and the superior's judgment of the seriousness of the offense. It is the superior's responsibility to point out the specific nature of the offense and to discuss with the employee the correct action to be followed in the future;
2. If the superior believes oral warnings have been, are, or would be insufficient in view of the attitude of the employee, and/or the nature of the offense, a written warning shall be issued. Written warnings shall state the nature and time of the offense, any corrective action that may be deemed to be necessary, and shall notify the employee that unless corrective action is taken, the employee may be subject to more serious discipline including discharge;

3. Employees who receive two or more written warnings for any offense in a year may be subject to termination.

17.5 The Parties jointly recognize the deterrent value and necessity of the ability to impose disciplinary action. Accordingly, the County will impose a procedure of progressive discipline including the following actions:

1. Counseling Memo
2. Oral warning (with written documentation)
3. Written warning
4. Suspension without pay
5. Demotion
6. Dismissal

The parties agree that Counseling memos will not be considered to be formal discipline.

The parties agree that there will be cases that will warrant the County by-passing some of the above progressive disciplinary steps.

17.6 All written warnings shall be placed in the employee's personnel file at the time they are given. All written warnings shall narrowly and specifically identify the alleged , action or non-action for which the written warning is being given and shall cite the particular Contract provision or published rule or regulations which is alleged to have been violated. All written warnings shall be removed from the employee's file not later than one (1) year from the date of the offense, provided there has been no other disciplinary action and once removed shall not be considered further for the basis of any action. All oral warnings shall be made at the time of the event, or knowledge of the event, being warned of, and the supervisor shall place a record of the oral warning in the employee's personnel file and shall notify said employee.

17.7 In the event of a suspension or demotion, the Employee's personnel file shall be cleared of such discipline after three (3) years from the date of suspension or demotion, provided there are no written warnings, suspensions, or demotions during the three (3) year period.

17.8 Demotion: The County may demote in the event of inefficient or unsatisfactory performance of duties or violation of County rules or policies.

17.9 **Drug and Alcohol Policy:**

17.9.1 Employees shall not possess, use, or sell illegal controlled substances or alcoholic beverages while on duty in the correctional facility or while in any other facility of the County or any other facility at another location while on duty or acting in an official

capacity for the County. Possession shall include, but not be limited to, concealment or storage in a locker, bag, or other place accessible to the employee during working hours.

17.9.2 Employees shall not report to work or attempt to work while under the influence of alcoholic beverages or controlled illegal substances. Employees shall not report to work or attempt to work while suffering from the effects of prescription or over-the-counter drugs or medication which would impair their ability to do their job.

17.9.3 The Superintendent or designee may enforce this policy by requiring employees to submit to drug and alcohol tests based upon a finding of reasonable suspicion (including, but not limited to, providing urine and blood samples to be tested by a medical facility (not a County facility) qualified to perform drug and alcohol tests; and/or by conducting searches of employees and their personal belongings upon reasonable suspicion that the employee is under the influence of a drug or alcohol or that the employee is concealing controlled substances or alcohol in the area to be searched. Reasonable suspicion shall mean the quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual reported for work under the influence of medication, controlled substances or alcohol (while on duty) or is under the influence while on duty.

17.9.4 Employees shall be discharged from employment or subject to other disciplinary action as the County may determine if the employee:

1. Fails to comply with this policy or to cooperate with the Superintendent in the administration of this policy.
2. Exhibits behavior that is harmful or potentially harmful to inmates or other employees.
3. Refuses to submit to independent testing under Section 17.9.3 above, at County expense, if requested to do so by the Superintendent or designee.

17.9.5 Any employee who is diagnosed as dependent on alcohol or drugs by a medical professional, a certified counselor or an accredited treatment facility shall receive the same consideration as employees with other serious illnesses. The employee will be placed on leave in accordance with the provisions of section 12.2 of this Agreement until the employee presents the Superintendent a plan of treatment from a medical professional, a certified counselor or an accredited treatment facility. The employee will be required to present periodic documentation from the medical professional, certified counselor, or treatment facility of ongoing treatment whether the employee remains on leave or returns to work.

17.9.6 In the event of drug testing, such testing shall at least fulfill the requirements set forth in 49 CFR 40, U.S. Department of Transportation Procedures for Transportation Work Place Drug Testing Programs.

ARTICLE 18
Grievance Procedure

18.1 **Purpose:** The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances arising from an alleged violation, misinterpretation or misapplication with respect to one or more unit employees, of any provision of this Agreement except those excluded expressly.

18.2 **Intention:** It is intended that the procedure provided herein shall facilitate the resolution of employee complaints and dissatisfaction at the lowest possible level, and the County and the Association agree to work together towards this end. Nothing in this Article shall be interpreted as preventing or discouraging any employee and/or his/her Steward, if the employee so chooses, from discussing any complaint or dissatisfaction in an informed and informal manner, with the immediate supervisor. Such discussions will not, however, interfere with the right to process such complaint or dissatisfaction through the grievance procedure provided herein.

18.3 **Representation:** A Steward, when requested by an employee, may assist him/her in processing a grievance. In so assisting the employee, the Steward shall be given the opportunity to discuss the matter with the employee and employees who may have information bearing on the matter, prior to presenting the grievance. A staff representative or authorized agent of the Association may substitute in the place of or participate in addition to any Steward in this procedure.

18.4. **Grievance Procedure:**

18.4.1. **Step One – Chief of Operations**

If any bargaining unit member shall desire to utilize the grievance procedure, he/she shall first present their grievance orally to the Chief of Operations within thirty (30) calendar days from the date of the grievable issue, action (or inaction) or event.

The Chief of Operations shall provide a written response to the grievance within fifteen (15) calendar days of the meeting at which the grievance is presented.

It is the intent of the parties that most grievances should be resolved at this step, and the participants shall make an earnest effort to achieve such resolution. Any extension of the time frames established at Step One must be agreed to by the parties.

The failure of the Chief of Operations to provide a response as prescribed herein shall constitute a denial of the grievance at Step One, and the grievant shall be entitled to appeal to Step Two, as provided for below.

Step Two – Superintendent

If the grievant is dissatisfied with the response received from the Chief of Operations, then he/she, or his/her steward, or his/her field representative shall submit a written grievance to the Superintendent within fifteen (15) calendar days of the receipt of such response.

The written grievance shall include, at minimum, the nature and details of the complaint, which are adequate to frame a response, the contract provision that is alleged to have been violated, and the remedy sought by the grievant.

The Superintendent, or his/her designee, shall provide a response to the grievance as soon as is practicable, but in no instance shall such response be provided later than the close of business on the fifteenth (15th) calendar day after the meeting. Such answer must be provided within this time frame to: 1) the grievant (or his/her steward) and 2) the Union's assigned field representative, in Concord, by means of facsimile transmittal.

Any extension of the time frames established at Step Two must be agreed to by the parties.

The failure of the Superintendent to provide a response at Step Two as prescribed herein shall constitute a denial of the grievance at Step Two, and the grievant shall be entitled to appeal to Step Three, as provided for below.

18.4.2. Step Three – County Commissioners

If the grievant is dissatisfied with the response received from the Superintendent (or his/her designee), then the grievant, or his/her steward, or his/her field representative shall appeal such response to the Board of Commissioners within fifteen (15) calendar days of the receipt of such decision.

The petition to the Commissioners shall include both the original Step 2 (written) grievance and the Superintendent's (or designee's) response, as well as a written explanation of the reason(s) such response is considered to be unacceptable.

The County Commissioners shall thereafter convene a grievance hearing at the earliest date of mutual convenience to the parties, but no later than forty-five (45) days after the submittal of the appeal at Step Three.

The grievant, any employee presenting the matter as the Association's representative, and any employee witnesses who have direct knowledge of the facts of the matter who are summoned by the Union to provide testimony in the case shall be excused from duty in order to participate in the grievance hearing without loss of time or compensation.

The Board of County Commissioners shall render a decision in writing within fifteen (15) calendar days after the close of the hearing, or after the receipt of post-hearing materials submitted by the parties. All such materials must be submitted within five calendar days after the close of the hearing.

The failure of the Commissioners to provide a decision at Step Three as prescribed herein shall constitute a denial of the grievance at Step Three, and the Association shall be entitled to appeal to Step Four, as provided for below.

In the event that the grievance challenges the termination of an employee directed by the Board of Commissioners pursuant to RSA 28:10a the Association may bypass Step Three and proceed directly to Article 18.4.4 Step Four Arbitration, if so desired.

18.4.4 Arbitration

If the Association wishes to submit an unresolved grievance to arbitration, the Association shall so notify the County within thirty (30) calendar days from receipt of the decision at Step Three of the grievance procedure. The grievant shall be represented by the Association during the arbitration process.

The County and the Union may arrange mutually agreeable terms for a pre-hearing conference to consider means for expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts and authenticating exhibits, and the scheduling of the arbitration hearing. Arbitration hearings shall normally be held during the regular work day hours.

The grievant(s), the grievant(s)'(s) steward, and the employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty in order to participate in the arbitration hearing without loss of time or compensation.

The arbitrator shall be chosen by mutual agreement of the parties, or failing agreement, by mutual agreement from a list of candidates provided by the NH Public Employees Labor Relations Board (NH PELRB).

The arbitrator shall hear the grievance at the earliest possible date following notice, and shall render a decision that shall be final and binding upon the parties. The arbitrator may hear more than one grievance at a scheduled hearing upon the mutual agreement of the parties.

The arbitrator's fee plus his/her reasonable expenses shall be borne equally by the parties.

- 18.5 **Extension of Time Limits:** All the time limits herein may be extended by mutual agreement of the County and the Association. Should any time limit provided for herein expire on a weekend or holiday, then the time limit set forth shall be extended to the next regular non-holiday weekday (Monday through Friday).
- 18.6 Nothing in this Article shall be construed to limit the right of an employee to present a grievance without the assistance of a Steward. At the request of the employee, the Steward shall be excluded from the hearing at Step 1; the Steward, however, shall be given the opportunity to attend any subsequent hearings in Step 2 providing that in all cases, any resolution of the grievance shall not be inconsistent with the terms of this Agreement.
- 18.7 **Missed Time Limits:** Failure by the County or its agents to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step, as provided for herein. Failure of the grievant in any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

ARTICLE 19

Association Representation

- 19.1 **Recognition:** The County agrees to recognize six (6) Stewards, two (2) on each shift, duly authorized by the Association. The function of the Steward shall be to aid in the adjustment of member grievances related to conditions of employment.
- 19.2 **Non-discrimination:** The County agrees there shall be no discrimination against the Stewards because of their duties as Association officials or members. The Association shall furnish the name of the Stewards to the County and keep the list current.
- 19.3 **Use of Work Time:** The County shall authorize a reasonable amount of time, during work hours without loss of time or pay to permit the Stewards to carry out their responsibilities to the members in the unit insofar as this activity does not interfere with performance of normal duties. The Association agrees that it shall guard against the use of excessive time.
- 19.4 **Release for Training:** The County agrees to authorize one day off in any one calendar year, without loss of time or pay for the Stewards to attend Association training programs. The Association shall notify the County no less than twenty days in advance of such proposed training programs.

19.5 **Union Convention:** The County shall provide, without loss of pay or benefits, two days off per year for two unit members to attend the Annual Convention of the State Employees' Association of New Hampshire, Inc.

ARTICLE 20
Labor -- Management Committee

20.1 **Purpose of LMC:** To ensure the realization of the purposes of this Agreement, there shall be a Labor-Management Committee which shall meet to discuss matters of mutual concern as they may arise and to give the County and the Association the opportunity to share views and/or make suggestions on subjects of interest to both parties. The subjects of such meetings may include, but are not limited to the following:

1. Discussion of the administration of this Agreement;
2. Discussion of grievances which have not been processed beyond the necessary steps of the grievance procedure when such discussions are agreed to by the parties;
3. Notifying the Association of changes contemplated by the County which may affect members of the unit;
4. Joint discussion of the need for providing and/or identifying training and educational opportunities to meet the future needs and programs of the County;
5. Dissemination of general information of interest to the parties;
6. Providing the County and the Association LMC members the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including alleged inequities in the treatment of either/or both parties.

20.2 **Composition:** The Labor-Management Committee shall be comprised of members of each party, three chosen by the Association and three chosen by the County. All LMC members shall be DOC employees.

Bargaining unit members selected to serve on the Labor-Management Committee shall be allowed to attend such meetings, if scheduled during the member's normal work hours, without loss of pay or benefits. It shall be the responsibility of the DOC to arrange coverage for union LMC members while attending such meetings.

20.3 Meetings Convened:

Meetings of the Labor-Management Committee shall be scheduled upon the written request of either party. The written request shall notify the other party of the subject matter(s) for which the meeting is being convened.

The LMC will meet at the call of either of the co-chairs (one appointed by the Association and one appointed by the County).

Meetings shall be convened as soon as practical after such written notice is provided by the requesting party, but in no instance shall more than fourteen (14) calendar days pass between the submission of the request and the date of the meeting unless agreed to in writing by both parties.

ARTICLE 21

Separability

- 21.1 In the event that any provision of this Agreement at any time after execution shall be declared invalid by any court of competent jurisdiction, or abrogated by law, such decision shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 22

Notices

- 22.1 Whenever a written legal notice is required to be given by the County to the Association, such notice shall be given to the state organization of the State Employees' Association of New Hampshire, Inc., with offices in Concord, New Hampshire.
- 22.2 Whenever written legal notice is required to be given by the Association to the County, such notice shall be given to the Merrimack County Board of Commissioners.

ARTICLE 23

Waiver

- 23.1 Waiver by either Party of the other's nonperformance or violations of any term or condition of this Agreement shall not constitute a waiver of any other non-performance or violation of any other term or conditions of this Agreement, or of the same non-performance or violation in the future.

ARTICLE 24

No Strike - No Lockout

- 24.1 **Job Actions:** Neither the Association nor any of its officers, agents, employees or members of the bargaining unit will instigate, promote, encourage, sponsor, engage in, or condone any strike, picketing, or slowdown during the term of this Agreement, providing that a picket line established for the purpose of disseminating information will not be deemed a violation of this section.
- 24.2 **Lock Outs:** Neither the County nor any of its officers or agents will sponsor, engage in, or condone any lockout during the term of this Agreement.

ARTICLE 25
Duration and Re-opening

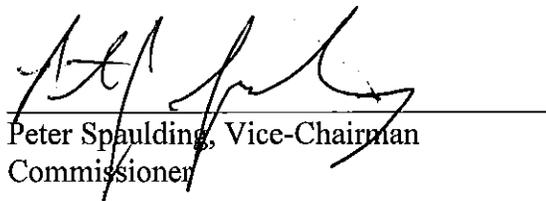
- 25.1 **Duration:** This Agreement, as executed by the parties, shall remain in full force and effect ending at 11:59 p.m. on December 31, 2012, or until it is replaced by a successor agreement, whichever is later.
- 25.2 **Renegotiation:** Renegotiation of this Agreement will be effected by written notification by one Party to the other not earlier than April 1, 2012. Negotiations shall commence within four weeks of receipt of such notice.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this Collective Bargaining Agreement, inclusive of Appendices A – C incorporated herein by reference, on this 4th day of November, 2011.

For the Employer:



Bronwyn Aplund-Walsh,
Chairman, Commissioner



Peter Spaulding, Vice-Chairman
Commissioner



Elizabeth Blanchard, Clerk
Commissioner

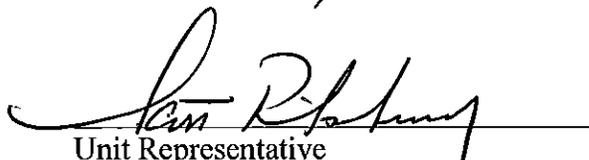
For the Association:



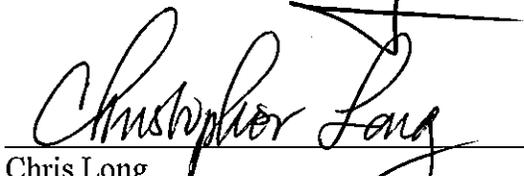
Chapter President



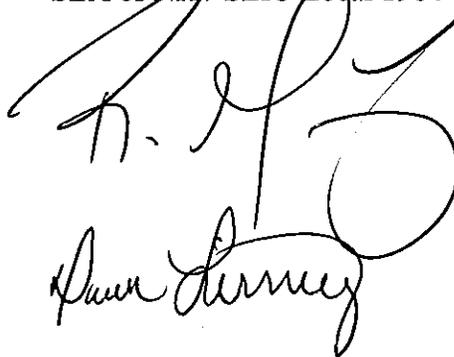
Unit Representative



Unit Representative



Chris Long
Negotiator / Field Rep
SEA of NH / SEIU Local 1984



Paul Dorney

APPENDIX A

LABOR GRADE LEGEND

Labor Grade	Position
**A	Secretary
*B	Correctional Officer
*C	Corporal
**D	LPN
*D	Sergeant
**E	RN, Training Coordinator
**F	Charge RN

APPENDIX B

WAGE SCHEDULE EFFECTIVE 1/01/09

Labor Grade	Step Min	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
**A	29,021.30 13.96	30,149.46 14.50	31,355.44 15.07	32,923.19 15.83	34,569.36 16.62	36,297.83 17.45	37,386.76 17.97	38,508.38 18.51	39,663.62 19.07	40,853.52 19.64	42,079.14 20.24	43,341.51 20.84	44,641.76 21.47
*B	31,023.76 14.92	32,462.13 15.61	33,760.61 16.23	35,448.65 17.05	37,221.08 17.90	39,082.14 18.79	40,254.61 19.35	41,462.22 19.94	42,706.11 20.53	43,987.28 21.15	45,306.90 21.78	46,666.11 22.43	48,066.09 23.11
*C	37,024.91 17.26	38,857.25 18.12	40,411.56 18.84	42,432.12 19.78	44,553.73 20.78	46,781.42 21.81	48,184.87 22.46	49,630.40 23.14	51,119.31 23.83	52,652.89 24.55	54,232.50 25.29	55,859.47 26.05	57,535.25 26.83
**D	38,384.85 18.46	40,218.06 19.33	41,826.78 20.11	43,920.63 21.12	46,114.04 22.17	48,419.75 23.28	49,872.34 23.98	51,368.51 24.69	52,909.55 25.43	54,496.84 26.20	56,131.74 26.99	57,815.70 27.80	59,550.17 28.63
*D	40,376.06 18.82	42,304.37 19.73	43,996.56 20.51	46,196.38 21.54	48,506.21 22.62	50,931.51 23.74	52,456.97 24.46	54,033.24 25.19	55,654.24 25.95	57,323.87 26.72	59,043.59 27.53	60,814.90 28.35	62,639.35 29.20
**E	41,825.66 20.11	43,969.12 21.14	45,727.88 21.99	48,014.29 23.08	50,415.01 24.24	52,935.74 25.45	54,523.82 26.22	56,159.54 27.00	57,844.32 27.82	59,579.67 28.64	61,367.04 29.50	63,208.05 30.39	65,104.29 31.30
**F	45,589.96 21.92	47,869.45 23.02	50,262.91 24.16	52,776.06 25.38	55,414.85 26.65	58,185.59 27.97	59,907.28 28.80	61,729.08 29.68	63,580.95 30.56	65,488.39 31.49	67,453.03 32.43	69,476.62 33.40	71,560.92 34.40

APPENDIX C

SCHEDULING

As the parties to this Collective Bargaining Agreement desire to effect certain changes in the work schedule of the bargaining unit members employed at the County's Correctional Facility, the parties hereby agree as follows:

1. A study committee composed of not more than three representatives from each party shall be established in order to review the work schedule at the facility. The Association and County members of the Study Committee shall meet and confer with the objective of formulating a number of scheduling options that are acceptable to the members of the Parties respective negotiating teams.
2. The study committee shall begin its deliberations not more than thirty (30) days after the signing of this Collective Bargaining Agreement, and shall endeavor to achieve the purposes set forth herein not later than one hundred and twenty (120) days after the signing of this Collective Bargaining Agreement.
3. In the event that the parties agree on certain scheduling options, those options shall be placed on a secret ballot for voting by the members of the Association's bargaining unit. In the event that more than two options are originally presented to the members of the bargaining unit, then the two options receiving the greatest number of votes from the initial voting process shall be placed upon a second secret ballot for voting by the members of the Associations bargaining unit.

After tabulation of the final vote (the vote at which only two options were presented to the members of the bargaining unit), the option that receives the most votes shall be implemented as the work schedule for the members of the bargaining unit for the duration of the 2010 – 2012 Collective Bargaining Agreement, subject to the provisions of the approval / signing process set forth in #5, below.

4. Nothing herein shall be construed as prohibiting the parties from conceiving of a different work schedule during the term of this Collective Bargaining Agreement and implementing same, provided there is a mutual agreement between the parties regarding such an additional alteration to the work schedule, that said agreement has been reduced to writing, that said agreement has gone through the ratification process set forth in #3, above, and the approval / signing process set forth in #5, below.
5. Any scheduling agreement that shall result from the processes set forth in #3 or #4, above, shall be approved and signed by the County Commission and the SEA Negotiator / Field Representative.

6. The parties agree that the existing 8.25 / 41.25 hour schedule shall remain in effect until any modifications shall be implemented as a result of and consistent with the processes set forth in this Appendix D.
7. The covenants contained in this Appendix C shall expire with this Collective Bargaining Agreement on December 31, 2012.