

COLLECTIVE BARGAINING CONTRACT

Merrimack County Department of Corrections

And

National Correctional Employees Union, Inc.

Local 129

For the period January 1, 2023 through December 31, 2024

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PREAMBLE

An AGREEMENT between the NATIONAL CORRECTIONAL EMPLOYEES UNION hereinafter referred to as the "Union", 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 Union. The Parties do hereby establish an understanding relative to the terms and conditions of employment for the members of the bargaining unit of Merrimack County Department of Corrections in compliance with New Hampshire statutes, case law, and PELRB rules and decisions.

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

DEFINITIONS

Call Back: A member who is required by a supervisor at the MCDOC to report to work at other than his/her regularly scheduled work period due to an emergency or other situation, shall be deemed as being Called Back.

Contraband: Any article, prohibited by statute, rule, regulation or order of law in a correctional facility.

Demotion: Demotion is defined as a reduction in classification and/or rank and is the result of disciplinary action or a reduction in force.

Emergency: For the purposed 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 or the MCDOC.

Employee: The terms "employee(s)", "bargaining unit employee(s)", "member(s)", "unit member(s)", and "bargaining unit member(s)" shall universally mean those individuals who are corporals and sergeants employed by the Merrimack County Department of Corrections and as are certified by the NH PELRB as part of the bargaining unit, as amended.

NH PELRB: New Hampshire Public Employee Labor Relations Board.

Part-Time Employee: Part-time employees are defined as those who work less than thirty-five (35) hours per work week.

Probationary Period: In accordance with New Hampshire Law, the Probationary Period is the twelve (12) months after the date of employment. During this probationary period, the individual will be considered an employee-at-will without just cause protection. However, probationary employees will accumulate Annual and Sick Leave in accordance with Article 12 of this agreement and may utilize accrued Annual and Sick Leave after successful completing 6 months of employment. Probationary employees may contribute dues to the union during their probationary period.

Promotion: Promotion shall only mean moving to a higher classification and/or rank.

ARTICLE 1

Recognition

- 1.1 The County recognizes the Union 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 "Union" as exclusive representative of the employees means the Union National Correctional Employees Union, Inc., and the County shall not bargain or enter into agreements with any committee, chapter or district organization of the Union in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Union 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.

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 Union 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 Union 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 Union 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.

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 **Contracting Out:** No position within the unit will be abolished or involuntarily vacated if such loss results from the contracting out of county services.

ARTICLE 5

Union Rights

- 5.1 **Use of the Facilities:** NCEU, 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 Union 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 Union in communicating with employees in the bargaining unit.
- 5.4 **Employee Names:** Upon request the County shall furnish to the Union an alphabetical listing of the names and addresses of the employees in the bargaining unit.
- 5.5 **Regular Employee:** Human Resources shall notify the Union of all bargaining unit members whose status has changed from “Probationary” to “Regular” on a monthly basis.

ARTICLE 6

Dues Check-off and Fair Share

- 6.1 **Dues Deduction:** The County shall deduct the amount of Union dues certified by the Treasurer or authorized officer of the Union from the pay of each member of the Union 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 Union 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 Union’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 Union on the effective date of the Agreement shall be notified in writing by the Union 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 Union shall notify each bargaining unit member of their right to withdraw by simultaneously posting a notice on the Union’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 Union.

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

ARTICLE 7

Basic Work Schedule

- 7.1 **Regular Work Week:** The bargaining unit employees work schedule will consist of 4 days on, 2 days off, followed by 5 days on, 2 days off. This will be a repetitive schedule. The annual scheduled work hours (2145) shall remain the same for pay purposes after the conversion from old work schedule to new work schedule. In no event shall a bargaining unit member’s number of scheduled work hours for pay purposes be reduced as a result of this new schedule. Each pay period of the new work schedule where the scheduled hours

are less than 82.50 hours and the bargaining unit member is in a pay status, the bargaining unit employee will be made whole by the difference in hours scheduled up to 82.50 hours.

Example: If the new work schedule results in a pay period work schedule of 74.25 hours, the County will pay the bargaining unit member that is in pay status an additional 8.25 hours in that pay period to bring the hours up to 82.50 hours.

The basic work schedule of Monday through Friday, eight and one quarter (8 ¼) hours per day, will apply to the following positions: Training Officer, Booking Supervisor, Processing Corporal and Operations Corporal, who must attend daily briefings.

- 7.1.1 The work shifts shall be of eight and one quarter (8 ¼) hours duration.
- 7.1.2 Bargaining unit members 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 supervisors shall include a fifteen (15) minute briefing period, 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.
- 7.1.5 Shift Supervisors (Sergeants)

Sergeants work schedule will consist of a set schedule of 5 days on 2 days to include partial weekends off. Example: partial weekends off will be Friday/Saturday, or Sunday/Monday. The work shift shall be of eight and one quarter (8 ¼) hours duration.

- 7.2 **Breaks:** No reduction shall be made from the basic workday for rest periods of twenty (20) minutes in addition to the usual and customary thirty (30) minute meal period break. Bargaining unit members are subject to recall to duty during break periods.

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. Overtime is work performed in excess of eight and one quarter (8 ¼) hours.

For supervisors who belong to the bargaining unit, overtime is work performed in excess of eight and one quarter (8 ¼) hours in one day, or forty-one and one quarter (41 ¼) hours in one work week. Non-worked hours such as annual leave, sick leave, holiday and personal do not count towards overtime calculations. 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 or designee 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 paid, 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 called back shall be paid mileage, portal to portal from their residence to the County House of Corrections at the established IRS rate and shall receive a minimum of four hours of overtime pay.

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	Day after Thanksgiving
Labor Day	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. Additional hours worked prior to regularly scheduled shift will not count towards holiday. Additional hours worked after regularly scheduled shift within the same 24 hours will count towards holiday pay.
- 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 for all hours worked.
- 9.4 **Holiday Pay:** Holiday pay will be paid at the regular base rate.
- 9.5 Upon termination of employment, an employee who has met one year of continuous service 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 The wage schedule effective 7/01/2020 shall be revised to reflect a 3 ½ percent (3.5%) COLA effective 4/01/2023 as shown in Appendix A.

10.2 Effective the first pay period in July 2024, each member shall receive a one-time stipend of \$3,000.

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.

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	\$1.50 per hour
11 PM - 7 AM	\$1.50 per hour

11.2 **Weekend Differential:** An hourly premium of one dollar and thirty cents (\$1.30) 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 paid time off leave and training payments.

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

11.3.2.a *FOR PAID TIME OFF 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 PAID TIME OFF FOR ILLNESS/EMERGENCY 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 or annual leave due to illness or emergency.

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	5.02 (82.5 hrs)	0.06085	309.38 hrs.
2nd-5th	6.44 (82.5 hrs)	0.07810	309.38 hrs.
6th-10th	7.08 (82.5 hrs)	0.08585	309.38 hrs.
11th-17th	8.46 (82.5 hrs)	0.10260	309.38 hrs.
18 th plus	9.57 (82.5 hrs)	0.116	309.38

hrs.

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 (A) Bid-Based Leave Request: Leave requests shall be submitted and approved on a quarterly basis, based upon seniority described in section 14.6. Leave requests for the quarter shall be submitted in the allotted window prior to the quarter as outlined below. Bargaining unit members shall be notified of approval or denial of such leave requests fifteen (15) calendar days after final submission dates.

Quarter 1: December, January, and February requests are submitted October 1 through October 31.

Quarter 2: March, April, and May requests are submitted January 1 through January 31.

Quarter 3: June, July, and August requests are submitted April 1 through April 30.

Quarter 4: September, October, and November requests are submitted July 1 through July 31.

(B) In the event an employee is denied time off for any requested date(s), the County shall retain the leave request and notify the employee(s) if the date subsequently becomes available and shall award the date based on seniority.

(C) Non-Bid-Based Leave Request: All other leave requests shall be submitted at least 3 work days before the leave is scheduled to begin. Leave requests submitted less than 3 work days shall be at the discretion of the Superintendent or his/her designee.

12.1.4 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.

12.1.5 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.

<u>Max Hours Earned</u> <u>Regular</u> <u>(non-OT) Hours Paid/PP</u>	<u>Days Earned</u> <u>Per Year</u>	<u>Maximum</u> <u>Accumulation</u>
3.27 (82.5 hrs)	10.30	57 days (470.25)

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 Sick leave taken in excess of the balance will be without pay and may result in disciplinary action.

12.2.6 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.

12.2.7 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.

12.2.8 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.

12.2.9 Upon retirement, full time employees shall be paid at their regular rate of pay for the number of sick leave hours remaining to the employee's credit.
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.

- 12.3 **Bereavement Leave:** A bargaining unit member is entitled leave at full pay, not to exceed three working days between the date of death and the date of funeral or memorial service, inclusive, for a death of a: father, mother, brother, sister, 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, guardian or ward or members of the family living within the household.
- 12.3.1 Bereavement leave of seven (7) working days with pay shall be granted a bargaining unit member in the event of the death of a spouse, person residing in the home of the employee or child.
- 12.4 **Leave of Absence Without Pay:** A regular full-time bargaining unit member, 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 member's accumulated paid time off 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 paid time off 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 member shall be reinstated without loss of any of his/her rights. Failure on the part of a member to report promptly at the expiration of the leave of absence, except for satisfactory reasons submitted in advance, shall be a cause for dismissal.
- 12.5 **Leave of Absence With Pay:** The Superintendent may, with the approval of the County Commissioners, authorize salary payments in whole or in part to members 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. Paid time off will continue to be accumulated during a leave of absence with pay, proportional to the amount of pay.
- 12.6 **Jury Duty:** A member shall be given time off without loss of regular straight time pay or paid time off leave when called to jury duty, or when subpoenaed to appear before a court, public body or commission. The member 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

member's duties for the County. Members will return to work immediately upon being released from any such jury duty or appearance before a court, public body or commission.

12.7 Military Leave: Any member, 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 member's official military pay records to Human Resources, the member shall receive as pay the difference between the member'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 paid time off leave which the member may have accumulated shall be lost because of military leave, provided, however, that upon entrance of extended active duty a member shall be paid, if he/she requests, for all days of accumulated paid time off leave remaining to his/her credit.

12.8 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 bargaining unit members, 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 member, spouse, child or parent, or because of the birth of the member's child or the placement of the member's adopted child. While on medical leave, each member 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 member or of the family members for which leave is taken must be certified with a physician's written medical statement.

12.8.1

During a medical leave of absence without pay, a member 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 member is on medical leave without pay. While on an unpaid medical leave of absence the member will be responsible for paying the member'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 members under such group health plans during the period of leave if the member 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 member's control. Certification of inability to return to work as specified and allowed by this medical leave of absence may be required.

12.8.2

A bargaining unit member shall be required to first exhaust all of the member's accumulated paid time off 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.

12.8.3

Upon expiration of the leave, the member shall be reinstated to the same or an equivalent position to that held before the leave was granted. Failure of the member to report promptly for work at the expiration of the leave shall be cause for dismissal.

12.8.4

Upon the approval of the Superintendent a member 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. A member 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 a member's expense.

12.8.5

Prior to a member's return to service after a medical leave of absence a satisfactory fitness for duty certification must be presented to the Superintendent or designee.

12.9 Personal Leave: Each unit member 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 member. Members who need to use their personal leave agree to provide as much notice as practical given the circumstances involved. After notice is provided, members shall be entitled to use personal leave in increments of one (1) hour or more. Personal Leave cannot be used on holidays.

12.10 Annual Leave/Sick Leave Redemption: Eligible employees may cash in up to Sixty (60) hours of a combination of Annual Leave and Sick Leave earned time each year to be paid out in the first full pay period in December. Employees must have completed six months of employment to be eligible to participate as of November 1st. All eligible employees must have at least twenty-four (24) hours remaining in their Annual Leave account and at least forty-one and a quarter (41.25) hours in Sick Leave account after the cash-in. The disbursement of hours will be included in a regular payroll check with appropriate payroll deductions at employee's current base rate of pay.

Employees desiring to cash in up to sixty (60) hours of combined Annual Leave and Sick Leave earned time must fill out the employer Annual Leave Redemption Form and submit to Human Resources no later than the third Monday in November in order to receive requested hours.

12.11 Scheduled duty day exchange will only be authorized within the bargaining unit.

12.12 Catastrophic Leave Donation: Employees desiring, may transfer up to forty-one and a quarter (41.25) hours of annual leave, sick leave, or any combination thereof to another employee in the bargaining unit to be used for an illness of more than one (1) week in duration. The leave must be a continuous leave not intermittent. The donor employee must have a balance of forty-one and a quarter (41.25) hours of sick leave after the donation.

Guidelines for donation shall be as follows:

1. Employee receiving leave donation shall have exhausted all leave
2. Employee receiving leave shall have no sick leave disciplinary history within the past year
3. Leave donation shall be in eight and one quarter (8.25) hour increments and paid out at the receiver's base rate of pay
4. Human Resources will receive the donations and will date stamp receipt and provide donation to employee each payroll period up to eighty-two and one half (82.5) hours.
5. Donations will end upon employee's return to work
6. Donations not given based on employee's return to work or end of employment will be returned to donor employee

Catastrophic Leave Donation shall not be grievable under the collective bargaining agreement. The County will be held harmless of all claims arising from payroll payment.

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 Union 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 part of the Corrections unit comprised of not more than one bargaining unit members appointed by the Union 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 Union and one by the County.
- 13.3 **Training and Equipment:** The County agrees to provide adequate and appropriate training and equipment to ensure the safety of correctional bargaining unit members.
- 13.4 **Claims under Workers' Compensation** will be brought under the procedures set forth in the statute not through grievance arbitration under this Agreement.

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 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. If there is an event of non-selection for promotion by the Superintendent or designee, notifications will be made to candidates and management shall seek opportunities outside of the bargaining unit. This would not be subject to the grievance process.

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 twelve (12) months. Members who fail the probationary period shall be returned to the same position from which they were promoted.

14.4.1 **Lateral Transfers:** 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.

14.4.2 **Shift Bidding:** Classification seniority shall be the sole criteria for employees bidding on a different work schedule (shifts/days off) within a classification.

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.
- 14.6.1 **Classification Seniority:** Classification seniority shall mean the length of continuous service within the classification hiring date, and shall be calculated on the basis of years, months, and days of 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 six (6) months. Any such assignment that may exceed six (6) 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 six (6) 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 for the HealthTrust/Anthem AB20IPDED(01) Plan or a portion equal to eight-vie percent (85%) of the family plan, ninety percent (90%) of the two-person plan, and ninety-five percent (95%) of the single person plan shall be borne by the County for the HealthTrust/Anthem ABSOS25/50/3KDED(01) Plan. The remainder of the costs of coverage shall be borne by the member and periodically deducted from their pay. 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 employer sponsored health insurance coverage to be eligible for said payment in lieu of the County's health insurance. Proof of alternative employer sponsored health insurance must be received by Human Resources no later than December 1st in order to receive reimbursement for the year's benefit. No payment will be made for proof received after the December 1st deadline.

Effective January 1, 2023, employees eligible for health insurance under the County's plan who elect not to be covered under the County's health insurance plan, shall receive based on the following plans:

Single Plan	\$3,000
Two Person Plan	\$4,500

Family Plan \$5,000

- 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. Loss or damage to any personal property in conjunction with a workers' compensation First Report of Injury claim will first be processed through the County's workers' compensation carrier for reimbursement prior to any reimbursement by the County. Loss denied by the County's workers' compensation carrier will be reimbursed by the County.
- 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, C with a maximum annual benefit of \$2,000 per person per calendar year.
- 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 April 16, 2009:

<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 April 16, 2009:

<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).

ALL EMPLOYEES PROMOTED INTO THE BARGAINING UNIT WITH A DEPARTMENT OF CORRECTIONS HIRE DATE OF JANUARY 1, 2023 AND BEYOND WILL NOT BE ENTITLED TO RETIREMENT – HEALTH INSURANCE BENEFIT.

- 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:** Effective January 1, 2014, the County shall provide life insurance in accordance with the terms of the policy in the sum of fifty thousand dollars (\$50,000) for each member covered by the collective bargaining agreement.
- 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. Effective January 1, 2023 the annual amount that a member may authorize the County to deduct from their payroll will be equal to the federally approved amount for health FSA.
- 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).
- 15.9 **Colonial Life Insurance:** The County shall provide a payroll deduction for an insurance benefit provided through Colonial Life Insurance 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 Prior to attending any offsite training, it will be the responsibility of the bargaining unit member to attempt to secure a County vehicle for transport from the Merrimack County Department of Corrections to the training site. This requirement may be waived if the distance to the training site is closer to the bargaining unit member's home than the distance to Merrimack County Department of Corrections. If the requirement is waived, there will not be any reimbursement for mileage to the training site.

In the event a County vehicle is unavailable, the bargaining unit member shall report to the offsite training location directly from the bargaining unit member's home. The

reimbursement will be the distance from the Merrimack County Department of Corrections to the offsite training site as determined by the Superintendent.

Requests for mileage reimbursement shall be filed no later than sixty (60) days from the date of training to be eligible for reimbursement.

- 16.2 **Appearance:** Personal appearance of correctional officers will be neat at all times and in accordance with policy and procedure.
- 16.3 **Facilities:** Unit employees in Central Control will be provided with a coffee pot. A microwave oven and a refrigerator shall be available in the Staff Dining area for all staff.
- 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 collective bargaining unit members with uniforms as determined by the Superintendent and as issued within department directives. All assigned items shall remain the property of the County and must be returned to the County upon request, or at termination of employment with the County. Contingent on available funding, the County shall replace any damaged, obsolete or otherwise unserviceable items as needed or identified. Members agree to maintain assigned items to prevent carelessness, abuse or neglect that would render the assigned items to become unserviceable.
- 16.6 It shall be the member's obligation to present a clean, professional, and well maintained appearance.
- 16.7 **Fitness:** The County shall provide financial assistance up to one hundred fifty dollars (\$150.00) 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.
- 16.8 **Lockers; Lounge:** Bargaining unit members shall be afforded the use of a locker and staff dining area within the correctional facility.
- 16.9 **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:** The following is a list of 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 damaging/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 reporting 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.
 11. Facilitates an inmate escape.
- 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. Oral warning (with written documentation)
 2. Written warning
 3. Suspension without pay
 4. Demotion
 5. Dismissal
- The parties agree that Counseling memos will not be considered to be formal discipline, but an opportunity for the employee to correct performance issues.
- 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 counseling memos, oral warnings with written documentation and 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 or substances 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.

17.9.7 **Random Drug Testing:** Upon adoption of a drug testing policy by all other Merrimack County Department of Corrections bargaining units, all bargaining unit members shall be subject to reasonable suspicion and random drug testing. Sample collection and testing protocols shall be modeled on, but not identical to, NH Department of Corrections Pre-Employment/Staff Substance Abuse Testing procedure effective April 1, 2006. All sample collections shall occur off County premises and under the supervision of a contracted drug testing provider. All testing shall be performed by a certified drug testing laboratory. Selection of employees for random drug testing shall be performed by a third party, with no input from any County personnel into the selection process.

As employee who tests positive for a DEA Schedule I drug, or a Schedule II or III drug whose use is not disclosed to the testing provider or for which the employee does not have a valid prescription, shall be subject to disciplinary action, up to and including termination.

<https://www.nh.gov/nhdoc/policies/documents/2-13.pdf>

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 Union 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 Union 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 – Informal Resolution - Major

If any bargaining unit member shall desire to utilize the grievance procedure, he/she shall first present their grievance in writing to the Major within fifteen (15) calendar days from the date of the grievable issue, action (or inaction) or event. A meeting to discuss the grievance shall be convened within fifteen (15) calendar days from the date the grievance is received.

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 Major 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 Major to provide a response as prescribed herein shall constitute a denial of the grievance at Step One – Informal Resolution, and the grievant shall be entitled to proceed to Step Two, as provided for below.

18.4.2 Step Two – Superintendent

If the grievant is dissatisfied with the response received from the Major, 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.

A meeting to discuss the grievance shall be convened with fifteen (15) calendar days from the date the grievance is received.

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.

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.

18.4.3 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 Union'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 Union 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 Union may bypass Step Three and proceed directly to Article 18.4.4 Step Four Arbitration, if so desired.

18.4.4 Arbitration

If the Union wishes to submit an unresolved grievance to arbitration, the Union 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 Union 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 Union. 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

Union Representation

- 19.1 **Recognition:** The County agrees to recognize NCEU Local 129 Elected Leaders and three (3) Stewards, one (1) on each shift, duly authorized by the Union. The function of the Leaders/Steward shall be to aid in the adjustment of member grievances related to conditions of employment. Leaders consist of President, Vice President, Secretary, Treasurer and Chief Steward.
- 19.2 **Non-discrimination:** The County agrees there shall be no discrimination against the Stewards because of their duties as Union officials or members. The Union 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 Union 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 Union training programs. The Union 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 Union.

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 Union 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 Union 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 Union 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, two chosen by the Union and two 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 Union 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 Union, such notice shall be given to the National Correctional Employees Union, Inc. with offices in Springfield, Massachusetts.
- 22.2 Whenever written legal notice is required to be given by the Union 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 Union 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

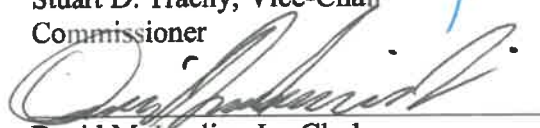
- 25.1 **Duration:** This Agreement, as executed by the parties, shall remain in full force and effect ending at 11:59 p.m. on December 31, 2024, or until it is replaced by a successor agreement, whichever is later.
- 25.2 **Renegotiation:** Renegotiation of this Agreement will be effected by written notification by one Party to the other not earlier than April 1, 2024. Negotiations shall commence within four weeks of receipt of such notice.
- 25.3 **Reopener:** Any party of this agreement may reopen negotiations to amend this agreement with respect to the following issues only: lateral transfers, promotions, rank, classification, seniority and specialty positions as well as work schedules for nurse and secretary positions. Upon written notice by either party to reopen negotiations on these subjects, the parties agree to commence negotiations within 30 days.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this Collective Bargaining Agreement, inclusive of Appendices A – B incorporated herein by reference, on this 10th day of March 2023.

For the Employer:


Tara Reardon, Chair
Commissioner


Stuart D. Trachy, Vice-Chair
Commissioner



David M. Lovlien Jr., Clerk
Commissioner

For the Union:


William Doyle
NCEU Regional Representative


Matthew Lamanuzzi, Local President


Corey Plamondon, Local Representative



John Sciuto Local Representative

APPENDIX A

WAGE SCHEDULE EFFECTIVE 4/01/2023

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
Sergeant	23.17	24.34	25.54	26.32	27.10	27.91	28.75	29.62	30.51	31.42	32.36	33.34	34.34
Lieutenant	25.23	26.50	27.81	28.66	29.50	30.39	31.30	32.25	33.21	34.21	35.23	36.29	37.37

MEMORANDUM OF AGREEMENT

WHEREAS, Merrimack County and the National Correctional Employees Union, Inc. Local 129, have entered into a collective bargaining agreement which is in full force and in effect until midnight of December 31, 2024, and

WHEREAS, the County and the Union wish to implement certain negotiated changes to be effective January 1, 2023, and

WHEREAS, the County is in receipt of ARPA funds of which a portion has been approved to aid in the recruitment and retention of employees, and

NOW THEREFORE, the County and the Union agree to the following:

Stipend Premium

1. Employees currently in positions of the bargaining unit shall continue to receive Overtime Shift Premium as outlined in the attached Overtime Shift Premium policy through the effective date of the current collective bargaining agreement which ends on December 31, 2024.

The parties have hereunto set their hands and seals by their duly authorized representatives.

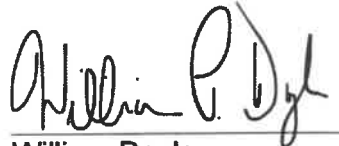
FOR THE COUNTY



Travis Cushman,
Corrections Superintendent

DATED: 3/13/23

FOR THE UNION



William Doyle,
Union Representative

DATED: