

COLLECTIVE BARGAINING AGREEMENT

Merrimack County Sheriff's Office

And

New England Police Benevolent Association, Inc.

Local 235

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

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PREAMBLE

An agreement between the New England Police Benevolent Association, Inc. (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".

ARTICLE 1 Recognition

- 1.1 The County recognizes the Union as the exclusive bargaining agent within the meaning of RSA 273-A for all full-time regular and part-time regular employees in the positions of Corporal, Deputy, Dispatcher, Investigator and Clerical/Support Staff as certified by the Public Employee Labor Relations Board Case No. G-0210-1 dated December 2, 2013. Additionally it is agreed that the following positions and employees are specifically excluded from recognition or coverage under this agreement: the Sheriff, Director, Assistant Director, Lieutenant, Captain, Sergeant, Dispatch Supervisor, Administrative Assistant and On Call/Per Diem Deputies; and all confidential employees, temporary employees, probationary employees or persons employed seasonally, or irregularly.
- 1.2 It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated or other law shall in no way be abridged or limited by any of the provisions of this Agreement, and to the extent that any provision of this Agreement is inconsistent with any such law, the provision(s) of law shall prevail.
- 1.3 New employees in the job classifications set forth in Section 1.1 shall serve a probationary period of one (1) year from the date of hire.
- 1.4 Probationary employees' service with the County may be suspended or terminated for any reason at any time at the sole discretion of the Sheriff and neither the employee so suspended or terminated nor the Union shall have any recourse concerning any such suspension or termination.
- 1.5 During the probationary period, an employee shall not be covered by this Agreement. After an employee has served his probationary period of employment, he or she shall become a regular employee as defined in Article 1 of this Agreement, and his or her period of employment shall be computed from the original date of hire by the Sheriff's Department.

ARTICLE 2

Management Rights

Except as specifically limited or abridged by the terms of this Agreement, the management of the Merrimack County Sheriff's Office in all its phases and details shall remain vested exclusively in the County and/or the Sheriff. The County and/or the Sheriff shall have jurisdiction over all matters concerning the management of the Merrimack County Sheriff's Office including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as all rights, responsibilities and prerogatives related to, including, but not limited to, the direction of the work force, the establishment of rules and regulations, the right to hire, supervise, discipline or discharge, relieving employees from duty, the right to decide classifications, the right to abolish positions, the right to determine schedules of work, the right to determine the methods, processes and manner of performing work and the general control of all of the operations of the Merrimack County Sheriff's Office in all its phases and details as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws. It is agreed that these enumerations of management rights shall not be deemed to exclude other management rights not specifically herein enumerated. It is further specifically agreed that this Article and the exercise of any management rights shall not be subject to any grievance proceeding as hereinafter set forth.

ARTICLE 3

Employee Rights

- 3.1 The County and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union or to discriminate against any employee because the employee has given testimony or taken part in a grievance procedure, proceeding, or duties of the Union.
- 3.2 No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the County.
- 3.3 Both the Union and the County agree that no employee will be discriminated against because of race, religion, sex, disability, age, color, national origin, citizenship, marital status or sexual orientation. All such claims under this section shall be initiated through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints

so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

ARTICLE 4

Union Rights

- 4.1 **Union Representation:** The County agrees to recognize four (4) Union Steward(s) one for each Division duly authorized by the Union. The function of the Stewards shall be to aid in the investigation and adjustment of employee grievances or potential grievances related to the collective bargaining agreement. The Union will furnish the names of the Union officials to the County and shall keep the list current.
- 4.2 **Use of Work Time:** The stewards, with the approval of the Sheriff or the Sheriff's designee, shall be permitted a reasonable amount of time, during work hours, without loss of time or pay to carry out their responsibilities to the employees in the unit insofar as this activity does not interfere with the performance of the steward's normal duties or the duties of other employees. The Union agrees that it shall guard against the use of excessive time.
- 4.3 **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. Such visits will be conducted in the Sheriff's Office Conference Room or Kitchen. Visits with employees will be during break times and lunch periods. 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 Sheriff or designee. These visitation rights shall be subject to the operational status of the Office, but permission to visit shall not be unreasonably withheld.
- 4.4 **Bulletin Board:** The County shall provide one bulletin board in both locations for exclusive use by the Union in communicating with employees in the bargaining unit.
- 4.5 **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.
- 4.6 **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 or when applicable.

- 4.7 Release for Training: The County agrees to authorize one day off in any one calendar year, without loss of time or pay for two (2) Stewards to attend Union training programs. The Union shall notify the County no less than twenty days in advance of such proposed training programs.

ARTICLE 5 Non-Discrimination

- 5.1 The Union acknowledges its responsibilities as the exclusive bargaining agent and shall represent all members in the bargaining unit without discrimination, interference, or coercion.
- 5.2 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 6 Dues Check-Off

- 6.1 Upon receipt of a written assignment and authorization signed by the employee on a form furnished by the Union and approved by the County, the County shall deduct from wages due such employee, bi-weekly dues, for the cost of representation and collective bargaining, in such amounts as may from time to time be fixed by the Union in accordance with its Constitution and bylaws, and certified by the Union to the County as so fixed.

The County shall forward the aggregate amount of such deductions made each month (together with an itemized list showing from whom and for what such deductions are made) to the Financial Secretary-Treasurer of the Union not later than the 15th day of the month.

The deduction dates shall be each pay period of the month. If the employee receives no pay in a pay period of the month or has received insufficient wages to cover the monthly fee, such deduction shall not be made and it is the Union's responsibility to collect for any outstanding dues. The Union agrees to save the County harmless from all claims arising from Union payroll deductions.

ARTICLE 7
Promotion, Transfer, Lay-off, Seniority

- 7.1 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.
- 7.2 Filling Vacancies: A vacancy or new position shall be filled in the following manner:

The County shall post internally on the NEPBA Group Employee Portal for seven (7) days all open bargaining unit positions in conspicuous places. The posted position shall contain the following.

Job Title	Job Location	Qualifications
Salary Range	Date of Closing	

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. Nothing in this procedure shall be deemed to limit the County's right to seek applicants for the position from outside the bargaining unit if no qualified internal candidate meets the criteria as determined by the Sheriff.

- 7.3 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 or like position from which they were promoted.
- 7.4 Layoff and Recall: 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.
- 7.5 Reasons for Lay-Off: The County may layoff 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 layoffs shall not be considered to reflect discredit on the service of the member.
- 7.6 Notice of Lay-Off: The County shall give written notice to the member affected of any proposed layoff and reasons therefore, at least fourteen (14) calendar days before the effective date thereof unless circumstances beyond the control of the County prevent this length of notice.

- 7.7 Recall: After a layoff, the County agrees to recall in writing all available laid-off members first, according to classification and seniority.
- 7.8 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.
- 7.9 Seniority: Seniority shall be the length of continuous service with the Sheriff's Office 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 the 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 Sheriff's Office 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 the 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.

ARTICLE 8

Safety and Health

- 8.1 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.
- 8.2 Safety Committee: The Parties agree that two (2) bargaining unit members shall be appointed by the Union to serve on the McLeod Building Safety. 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 the Chair, appointed by the County.

- 8.3 Training and Equipment: The County agrees to provide adequate and appropriate training and equipment to ensure the safety of bargaining unit members.
- 8.4 Claims under Workers' Compensation will be brought under the procedures set forth in the statute not through grievance arbitration under this Agreement.

ARTICLE 9

Basic Work Schedule

- 9.1 Regular Work Week:
Non-Sworn Employees: The regular work schedule for non-sworn employees 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 for all full-time positions.
- Sworn Employees: The regular work schedule for sworn employees 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 for all full-time positions.
- Dispatch Employee: The regular work schedule for Dispatch employees shall be forty (40) hours per week and three (3) days off, consisting of ten (10) hours of regular work per day in any one day for all full-time positions.
- 9.2 Bargaining unit members will choose their assigned shifts according to seniority based on available vacancies.
- 9.3 Breaks: No reduction shall be made from the basic workday for rest period 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.
- 9.4 Meal Break: Employees scheduled to work more than five consecutive hours during any workday will receive one thirty-minute meal break with pay. Employee may be called upon to perform a task or duty during the (30) thirty minute meal break. Employees will not leave early or extend meal breaks beyond their assigned period.
- 9.5 Dispatch Center Personnel: When there are three (3) staff members working in Dispatch Center, one (1) staff member may leave the Center to pick up and deliver back to the Center meals for the staff who are entitled to a 30-minute meal break under the following conditions: Pick up and return time must be within 30 minutes in duration. Employee traveling would

adhere to all County and State safety and travel regulations. Employee traveling will not conduct any personnel business/matters during the travel time. The continuance of this benefit will be at the discretion of the Sheriff.

ARTICLE 10

Wages & Salary Administration

- 10.1 The wage schedule dated effective 7/1/21 shall be revised to reflect the following: The first five steps (Min – 4) shall be eliminated and four new steps will be added on the end as steps 8-12. Steps Minimum through Step 12 with 3% between. Effective January 1, 2023, each member shall be placed at the step that gives at least 3% increase in rate on new Wage schedule as set forth in Appendix A. Each member shall be eligible for a one step increase based on performance in 2023. Each member at a Step 1 as of 12/31/22 will not be eligible for a step increase through December 31, 2023. Effective January 1, 2023, each member shall receive a one-time payment of one thousand five hundred dollars (\$1,500) in the first payroll check in January. One-time payment will be prorated for part-time regular employees based on the percentage of full-time hours worked in a pay period.
- 10.2 Effective January 1, 2024, each member shall receive a one-time payment of two thousand dollars (\$2,000) in the first payroll check in February. One-time payment will be prorated for part-time regular employees based on the percentage of full-time hours worked in a pay period. Each member shall be eligible for a one step increase based on performance in 2024. Each member shall be eligible for a one step increase based on performance in 2024.
- 10.3 Step Increases: Step increases within an established range shall be granted at regular twelve (12) month intervals to all bargaining unit employees for satisfactory service. The County may withhold an increase for unsatisfactory performance, provided the employee has received a written notice indicating the intention of the County to withhold the increase, not less than thirty (30) days prior to the employee's anniversary date. Such notice shall stipulate the reasons for withholding the increment.

Any member shall be re-evaluated after four (4) months from the date of such notice. If the member's deficient performance improves to meet 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.

An employee who receives a written notification of a step increase being withheld may dispute or challenge the unsatisfactory performance issues directly to the Sheriff. The Sheriff's decision is final.

ARTICLE 11

Differentials and Premiums

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

4 PM – 12 AM	\$2.00
Midnight – 8 AM	\$2.00

- 11.2 Weekend Differential: An hourly premium of one dollar and fifty cents (\$1.50) per hour will be paid in addition to all other applicable compensation for all hours worked by a member on a weekend. The weekend differential starts on Friday at midnight and ends on Sunday at midnight.
- 11.3 On-Call: An hourly premium of two dollars (\$2.00) per hour will be paid in addition to all other applicable compensation for all hours required by the Sheriff or his/her designee to be on an on-call status.
- 11.4 On-Call Report: Employee who is called out during on-call status shall be paid a minimum of 4 hours of overtime pay for hours of actual work. The minimum of 4 hours applies to entire shift of on-call status in a twelve (12) hour period .

Full-time deputies shall be scheduled on-call from Monday 9 pm through Monday 8 am. Part-time deputies will be scheduled as needed. Changes to the period of time for on-call status will be at the discretion of the Sheriff.

Employee will be paid for all hours worked at time and one-half of base pay during On-Call Status.

Employee contacted to report during on call status must be prepared to respond to the call within one (1) hour of notification.

- 11.5 Training Bonus: Employees designated by the Sheriff shall be paid a premium of \$300.00 per year on the employee's anniversary date of designation.

- 11.6 Overtime Defined: Bargaining unit members who work either before their shift starts or after their shift ends must have prior approval of their supervisor to authorize payment of overtime.

For sworn and non-sworn employees who belong to the bargaining unit, overtime is work performed in excess of eight (8) hours in one day, or 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 11.9, below.

For dispatch employees, overtime is work performed in excess of ten (10) 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 11.9, below.

- 11.7 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.
- 11.8 Overtime Payment: Payment for all overtime work shall be made in the employee's regular paycheck for the pay period in which the overtime was worked provided the hours were reported prior to Monday at 10 am week of payroll by the employee. Time not reported by the employee will be paid in the next pay period upon receipt of the information.
- 11.9 Pay Status: Time paid, for the purpose of this article, shall mean all time an employee is on pay status. Pay status shall include training, seminars and meetings authorized by the Sheriff or designee. Unless authorized by the Sheriff or designee or required by law, pay status shall not include preparations for negotiations or participation in negotiations unless such negotiations are held during a bargaining unit 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 11.9.
- 11.10 Outside Detail: Defined as assignments to work not part of the characteristic regular duties and responsibilities of a Deputy Sheriff. i.e. traffic and crowd control, construction duties, fairs, town meetings, racing events, parades etc. Such assignments offered to bargaining unit sworn personnel will be paid at a flat rate of fifty (\$50.00) dollars per hour for all hours worked. Communications Specialist(s) assignments will be paid at a rate of forty (\$40.00) dollars per hour.

The Sheriff or designee will determine the number of details that will be offered to bargaining unit personnel. Once the number of details offered

to bargaining unit employees is established, the following protocol will be used:

- A. Outside details shall be offered to regular full-time qualified bargaining unit sworn personnel before being open to probationary full-time qualified bargaining unit personnel then to part-time qualified bargaining unit personnel. The Sheriff or designee shall have the ability to assign bargaining unit personnel to detail assignments in the event that they are not voluntarily filled.
- B. The Sheriff or designee will send out a group text message to eligible bargaining unit members notifying them of the outside duty opportunity. If the texting ability is unavailable due to a technical issue, another means will be taken. The interested members shall have thirty (30) minutes to respond. After thirty (30) minutes expires, selection will be made by the following criteria: Details will be assigned in a fair and equal manner. Details will be assigned based on previous details worked. No eligible bargaining unit member shall be assigned to consecutive details unless no other bargaining unit member is interested in working the detail. This will ensure an equal opportunity and fair distribution of details.
- C. The Sheriff or designee will determine, in coordination with the outside employer, the manner of the outside work detail to be performed. This shall include manner of dress, duties and responsibilities.
- D. Bargaining unit personnel will not sign up for extended details, before or after completion of their regular shifts, which will prevent the individual from getting sufficient rest to satisfactorily perform his/her normal duties.
- E. Under no circumstances will the taking of outside detail assignment interfere with duty requirements.
- F. Any exceptions to the above require approval of the Sheriff or designee.
- G. Hours worked on detail assignments do not count as hours worked for purposes of overtime calculations.
- H. Job assignments within other County departments are not considered outside details and do not fall under section 11.10.

ARTICLE 12 Holidays

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

New Year's Day	Columbus Day
Martin Luther King Jr Day	Biennial Election Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Thanksgiving, Day After
Labor Day	Christmas Day

B. Pay for all hours worked on a holiday shall be in accordance with the table below.

Base Rate of Pay	1 ½ Times Base Rate of Pay
Martin Luther King Jr Day	New Year's Day
Presidents Day	Memorial Day
Columbus Day	Independence Day
Election Day	Labor Day
Veterans Day	Thanksgiving Day
Thanksgiving, Day After	Christmas Day

- C. Pay for non-worked holiday shall be at the employee's base rate of pay for their regular scheduled hours of work for full-time employees.
- D. In order to be entitled to holiday pay the employee must work the scheduled day preceding, the scheduled day following the holiday and the day of the holiday if so scheduled unless the employee's failure to work any of the days results from an authorized absence. Unscheduled Paid Time Off shall not be considered an authorized absence.
- E. 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.
- F. Employees in positions of the bargaining unit who work hours on Thanksgiving Day, November 23, 2023 & November 28, 2024, Christmas Day, December 25, 2023 & 2024 and/or New Year's Day, January 1, 2023 & 2024 shall receive a one-time payment of two hundred dollars (\$200) for working hours on each holiday (2 hour minimum). Payment will be included in payroll checks covering the date of the holiday.

ARTICLE 13

Benefits

Health Insurance: Bargaining unit members will be entitled to same health insurance benefits offered to non-union employees.

Health Insurance Optional Benefit: Bargaining unit 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 the following as a taxable lump sum payment in December of each year.

Single Person Payment	\$3,000
Two Person Payment	\$4,500
Family Payment	\$5,000

Employees must show proof of alternate employer sponsored health insurance coverage to be eligible for said payment in lieu of the County's health plan. Reimbursement will be determined by the type of plan provided as a proof of coverage.

Employees re-enrolling in the County's health insurance plan due to a qualifying life event in accordance with the carrier's policies, terminating employment, or new employees, shall receive a pro-rated payment.

Retirement Health Insurance: Retired County employees meeting the County eligibility requirements shall have a portion of the monthly health insurance premium for the retiree paid as follows:

- a. For employees hired before January 1, 1997:

<u>Years of Continuous 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

- b. For employees hired on January 1, 1997 or later:

<u>Years of Continuous 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

Continuation of this program shall be contingent on annual funding and is subject to changes based on the availability of funds and the County's health care plan.

RETIREMENT – HEALTH INSURANCE WILL END EFFECTIVE JANUARY 1, 2023. ALL EMPLOYEES HIRED PRIOR TO JANUARY 1, 2023 WILL BE GRANDFATHERED FOR BENEFIT.

Dental Insurance: Employees 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 Dental Plan A & B, C with a maximum annual benefit of \$2,000 per person per calendar year.

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. The County will increase the Flexible Spending Account to a maximum of \$2,500 annual for healthcare expenses.

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).

Short-Term Disability Insurance: The County shall make available through a provider selected by the County voluntary short-term disability coverage to full-time employees and part-time employees who work a minimum of 20 hours per week at the employee's expense. Employees receiving benefits from voluntary short-term disability coverage will not be permitted to supplement coverage with paid time off balances. Employees shall use paid time off balances available during any applicable waiting period.

Life Insurance: The County shall provide life insurance in the amount of \$50,000 for each full-time employee covered by the bargaining agreement. The effective date of this benefit will be the first of the month following date of full-time employment.

The County shall provide in the amount of \$20,000 for each part-time employee regularly scheduled at a minimum of 20 hours per week. The effective date of this benefit will be the first of the month following date of part-time employment.

Deferred Compensation: The County shall offer a deferred compensation plan provider selected by the County. Participation is voluntary. Deferred compensation is funded by the employee's contribution.

Retirement: All full-time employees shall be covered by the New Hampshire Retirement System. The county and employee mandatory contributions shall be in accordance with the provisions of the New Hampshire Retirement System.

WORKERS COMPENSATION:

- A. In the case of an injury or occupational disease to an employee sustained in the performance of their duties, the County will pay compensation at the employee's rate for the time lost for the balance of the employee's shift on which the injury occurred. In the event that said injury or occupational disease occurs on the job and is compensable under Workers' Compensation, the employee shall be placed on Workers' Compensation Leave and shall be paid by the County's Workers' Compensation Insurance carrier.
- B. Employees absent from work as a result of a bona fide Workers' Compensation injury are eligible for reinstatement to the employee's former position within twenty-four (24) months of the date of injury, provided that:
 - 1. The employee requests reinstatement
 - 2. The employee is capable of performing the duties of the position, as determined by the attending physician; and
 - 3. The position exists and is available.
- C. The County shall provide Alternative Work Opportunities (light duty) as determined by the Sheriff or his/her designee, in accordance with the Merrimack County Worker's Compensation Insurance Temporary Alternative Duty Program (5/27/04, as amended) said opportunities being consistent with the employee's limitations, as certified by the attending physician, and the appropriate provisions of R.S.A. 281-A:64, and rules promulgated by the New Hampshire Department of Labor.

ARTICLE 14 Paid Time Off

14.1 Paid Time Off:

Paid time off (PTO) provides all full and part-time bargaining unit members with paid time away from work that can be used for vacation, personal time, personal illness or time off to care for dependents. PTO

must be scheduled in advance and have supervisory approval, except in the case of illness or emergency. The PTO policy takes the place of sick leave, personal time and annual leave. All time away from work will be deducted from the bargaining unit member's PTO balance with the exception of fixed County holidays and time off in accordance with County policy for jury duty, military duty or bereavement.

- 14.2 All bargaining unit members are eligible to earn PTO benefits from date of hire. Bargaining unit members may utilize PTO benefits following six month's from date of hire. PTO benefits are only earned on regular hours paid up to 80 hours in a pay period. Part-time bargaining unit members will earn on a pro-rated basis based on regular hours paid. Bargain unit members will earn based on the following schedules:

Year of Service	Max Hours Earned/Pay Period	Multiplier	Max Accumulation
0 – 1	6.16	0.0770	200 hours
2 – 5	7.69	0.0962	240 hours
6 – 10	9.23	0.1154	280 hours
11+	10.77	0.1346	320 hours

- 14.3 PTO should be scheduled as early as possible in advance with at least a three (3) work day schedule notice and have supervisory approval. Use of PTO that is not scheduled and approved three work days before the scheduled start time and use of PTO in excess of balance will be considered an unauthorized PTO incidence, resulting in disciplinary action. PTO taken in excess of the balance will be without pay.
- 14.4 Exceptions to the three work day notice may be made on a case-by-case basis, at the discretion of the Sheriff or his/her designee.
- 14.5 Every bargaining unit member shall be afforded the opportunity to receive two consecutive weeks of PTO if accrued balance is adequate. Subject to staffing.
- 14.6 (A) Bid-Based PTO 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 from January 31.
- (B) Non-Bid-Based PTO 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 Sheriff or his/her designee.

- 14.7 Upon termination of employment, a bargaining unit member will be paid for any PTO balance at his/her regular rate of pay. In the event of death of a bargaining unit member, a sum equal to the PTO balance shall be paid to his/her estate.
- 14.8 Bargaining unit members who utilize unscheduled PTO for illness or emergency are required to call in at least two (2) hours before the beginning of the shift to notify supervisor of absence for each day out.
- 14.9 Bargaining unit members shall be required to furnish a certificate from an attending physician for unscheduled PTO absences of three (3) work days without prior approval of the Sheriff or his/her designee.
- 14.10 Bargaining Unit members shall receive one (1) personal leave day for use in each calendar 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 as a whole day only. Personal leave cannot be used on holidays. Personal leave not taken by December 31st of each calendar year is forfeited.

ARTICLE 15

Bereavement Leave

- A. Bereavement leave of three (3) working days with pay between the date of death and the date of the funeral or memorial service, inclusive, shall be granted an employee in the event of the death of a: father, mother, brother, sister, grandfather, great grandfather, grandmother, great grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, step-mother, step-father, step-son, step-daughter, step-sister, step-brother, guardian, or ward or members of the family living within the same household.
- B. Bereavement leave of seven (7) working days with pay shall be granted an employee in the event of the death of a spouse, partner of a civil union or child.

ARTICLE 16

Absences

- 16.1 **Leave of Absence Without Pay:** A regular full-time bargaining unit member, upon proper application in writing to and upon written approval by the Sheriff, 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 Sheriff, 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 Sheriff 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.
- 16.2 **Leave of Absence With Pay:** The Sheriff 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 Sheriff in writing. Paid time off will continue to be accumulated during a leave of absence with pay, proportional to the amount of pay.
- 16.3 **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 to Human Resources 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.
- 16.4 **Military Leave:** Any member 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, 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. Member who may be at maximum accumulation at any time during the military leave will not accumulate time until member requests in writing to be paid time in order to allow continued accumulation.

16.5 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 Sheriff in conjunction with Human Resources 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.

16.5.1 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.

- 16.5.2 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.
- 16.5.3 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.
- 16.5.4 Upon the approval of the Sheriff 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 at member's expense.
- 16.5.5 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 Sheriff or designee in conjunction with Human Resources.

ARTICLE 17

Miscellaneous

- 17.1 Uniforms: The County shall provide collective bargaining unit members with uniforms as determined by the Sheriff. 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.
- 17.2 It shall be the member's obligation to present a clean, professional and well maintained appearance.
- 17.3 Facial hair must be well groomed, maintained and will not exceed one quarter (1/4) of an inch in length. No portion of the facial hair can be longer than the rest.

- 17.4 **Footwear Allowance:** All Deputies within the bargaining unit shall receive an allowance in the amount three hundred seventy five dollars (\$375.00) within the collective bargaining agreement period to replace worn approved footwear approved by Sheriff or designee.

Plain clothed deputies within the bargaining unit shall have one opportunity within the collective bargaining agreement period to receive an allowance in the amount of one hundred twenty five dollars (\$125.00).

- 17.5 **Detective Uniform Allowance:** Plain clothed Deputies assigned to the Investigations Division shall be reimbursed up to three hundred twenty-five dollars (\$325.00) per year to purchase civilian clothing upon presentation of receipts for costs associated with purchasing and replacing uniform clothing and footwear. Management will provide two (2) sports coats at initial promotion to Detective.
- 17.6 **Educational Reimbursement:** The County shall reimburse certain educational expenses to an employee who is enrolled in adult education or university program as outlined in the current County of Merrimack Educational Reimbursement Policy.
- 17.7 **Communications Specialist Uniform Allowance:** Members shall be reimbursed up to one hundred dollars (\$100.00) per year to purchase Department authorized trousers.

ARTICLE 18

Drug and Alcohol Policy

- 18.1 Employees shall not possess, use, or sell illegal controlled substances or alcoholic beverages while on duty 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 unless use or lawful possession are in direct relation to the duties performed. 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.
- 18.2 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.

- 18.3 The Sheriff 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.
- 18.4 Employees shall be discharged from employment or subject to other disciplinary action as the County may determine:
1. If the employee fails to comply with this policy or to cooperate with the Sheriff in the administration of this policy.
 2. If the employee exhibits behavior that is harmful or potentially harmful to the public, inmates or other employees.
 3. If the employee refuses to submit to independent testing under Section 18.3 above, at County expense, if requested to do so by the Sheriff or designee.
- 18.5 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 16.5 of this Agreement until the employee presents the Sheriff 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.
- 18.6 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 19
Discipline and Involuntary Separation

- 19.1 **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.
- 19.2 **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.
- 19.3 **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 Sheriff's 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 unless use or lawful possession are in direct relation to the duties performed.
 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.
- 19.4 **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 verbal written warnings to the employee. At the superior's discretion any number of verbal written 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 verbal written 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 suspension without pay.
 4. Employees who receive a written warning for any offense in a year from date of a suspension without pay may be subject to termination.
- 19.5 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. Verbal written warning
 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.

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

- 19.6 All verbal written warnings and written warnings shall be placed in the employee's personnel file at the time they are given. All verbal written warnings and 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 verbal written warnings and written warnings shall be removed from the employee's file not later than two (2) years 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 verbal written warnings shall be made at the time of the event, or knowledge of the event, being warned of, and the supervisor shall place a verbal written warning in the employee's personnel file and shall notify said employee.

- 19.7 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.
- 19.8 Demotion: The County may demote in the event of inefficient or unsatisfactory performance of duties or violation of County rules or policies.
- 19.9 Resignation: The resignation of an employee shall be effective upon acceptance and, after acceptance shall not be subject to the grievance procedure. For purposes of this section, acceptance of a resignation may be affected by the Sheriff's Office at the rank of Assistant Director, Captain or higher or the Human Resources Director.
- 19.10 Non-Disciplinary Termination: Disability which renders the employee unable to perform essential job functions with reasonable accommodation on the part of the employer.
- 19.11 Firearms Failure to Qualify: Any deputy failing to qualify the mandatory qualification course shall attempt to qualify immediately after receiving the additional instruction. If after a second attempt the deputy does not successfully qualify, the deputy will be scheduled for additional remedial training. The deputy has ten (10) business days in which to re-qualify. The Office shall arrange for a firearm instructor for instruction should the deputy desire it.

ARTICLE 20

Grievance Procedure

- 20.1 DEFINITION: A grievance is defined as an alleged violation, misunderstanding or misapplication of a specific provision of the Agreement. The grievance shall state the facts giving rise to the dispute, a description of the specific provisions of

the Agreement allegedly violated, misunderstood or misapplied, and a clear description of the relief sought.

20.2 TIME LIMITS: The time limits specified in this Article shall mean business days unless stated differently. Time limits indicated hereunder are considered maximum, unless extended by mutual agreement. All such agreements to extensions must be in writing.

20.3 GENERAL PROVISIONS:

- a. New England Police Benevolent Association shall be the exclusive representative of the employee at all levels of the grievance and may use representatives of its own choosing.
- b. Responses at all levels of the grievance procedure shall be communicated in writing to the president of the Union or his authorized designee. The Union shall be responsible for contacting the employees.
- c. Failure at any grievance level to meet or to communicate the decision within the specified time limits to the president of the Union or his designee shall permit the Union president to proceed directly to the next level.
- d. The time limits for the processing of grievances may be extended by written consent of both parties.
- e. All grievances shall be initiated not later than seven (7) business days after the occurrence of the event or knowledge of the occurrence giving rise to the grievance.
- f. Both parties to this Agreement recognize the benefit of resolving all grievances at the lowest possible level and the importance of early and effective communication in this process.

20.4 NON-SWORN EMPLOYEES:

LEVEL 1: An employee with a grievance shall present it in writing to the immediate supervisor at the level at which the decision was made giving rise to the grievance. The response to said grievance shall be in writing and shall provide the rationale for the decision within seven (7) business days.

LEVEL 2: If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the Union may, within seven (7) business days, present the grievance in writing to the Director or designee.

LEVEL 3: If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the Union may, within seven (7) business days after the decision of the Director or designee, present the grievance in writing to the Sheriff. The Sheriff shall render a decision in writing within twenty (20) business days after receiving the grievance.

LEVEL 4: If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the Union may within seven (7) business days, present the grievance in writing to the County Commissioners. The Commissioners shall respond to the grievance within twenty (20) business days.

LEVEL 5: If the grievance at Level 4 is not resolved to the satisfaction of the Union at the Commissioners' level, the Union shall notify within twenty (20) business days after the Commissioners' decision its intent to pursue the grievance to arbitration. The parties may meet to attempt to expedite the arbitration in any manner. The County will submit to the New Hampshire Public Employee Labor Relations Board for a panel of arbitrators. The Union and the County will alternately strike names from this panel until only one (1) name remains, who will serve as the arbitrator. Either party may request one (1) new panel in each grievance. The arbitrator will hold a hearing at a mutually agreeable location to determine the facts in the grievance. The arbitrator will then issue a decision within thirty (30) days of the hearing that will be final and binding upon the parties, provided the decision is within the scope of authority and power of the arbitrator set-forth within the Agreement. The arbitrator shall be limited to interpretation of specific provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, modify, ignore or delete any provision in the Agreement. The arbitrator shall not substitute the arbitrator's judgment for that of the parties in the exercise of rights granted or retained under this Agreement nor shall the arbitrator order the payment of any cost item that has not been previously approved as a cost item by the County Delegation. The cost of the arbitrator shall be split equally by the parties. Each party is responsible for the fees and expenses of any witnesses they may call. Either party may appeal the arbitrator's decision in accordance with RSA 542.

20.5 SWORN EMPLOYEES:

LEVEL 1: An employee with a grievance shall present it in writing to the immediate supervisor at the level at which the decision was made giving rise to the grievance. The response to said grievance shall be in writing and shall provide the rationale for the decision within seven (7) business days.

LEVEL 2: If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the Union may, within seven (7) business days, present the grievance in writing to the Director or designee.

LEVEL 3: If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the Union may, within seven (7) business days after the decision of the Director or designee, present the grievance in writing to the Sheriff. The Sheriff shall render a decision in writing within twenty (20) business days after receiving the grievance. The Sheriff's decision shall be final and binding regarding grievances pertaining to employee scheduling, assignment, transfer, discipline, warning, demotion, suspension, or termination of employment.

LEVEL 4: If the grievance at Level 3 is not resolved to the satisfaction of the Union at the Sheriff's level, the Union shall notify within twenty (20) business days after the Sheriff's decision its intent to pursue the grievance to arbitration. The parties may meet to attempt to expedite the arbitration in any manner. The County will submit to the New Hampshire Public Employee Labor Relations Board for a panel of arbitrators. The Union and the County will alternately strike names from this panel until only one (1) name remains, who will serve as the arbitrator. Either party may request one (1) new panel in each grievance. The arbitrator will hold a hearing at a mutually agreeable location to determine the facts in the grievance. The arbitrator will then issue a decision within thirty (30) days of the hearing, that will be final and binding upon the parties, provided the decision is within the scope of authority and power of the arbitrator set-forth within the Agreement. The arbitrator shall be limited to interpretation of specific provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, modify, ignore or delete any provision in the Agreement. The arbitrator shall not substitute the arbitrator's judgment for that of the parties in the exercise of rights granted or retained under this Agreement nor shall the arbitrator order the payment of any cost item that has not been previously approved as a cost item by the County Delegation. The cost of the arbitrator shall be split equally by the parties. Each party is responsible for the fees and expenses of any witnesses they may call. Either party may appeal the arbitrator's decision in accordance with RSA 542.

- 20.6 Any time limits referred to in any step of the grievance procedure may be extended by mutual agreement of the parties. Should an extension of time limits not be agreed to and the time limits set forth in any step of the grievance procedure expire, the grievance shall be dismissed and no further action shall be taken with respect to such grievance. If a decision is not rendered within the time limits stated above, the grievance may proceed to the next step. For purposes of this Article, business days shall be considered Monday through Friday, excluding weekends and holidays.

Multiple grievances may be heard by an arbitrator at a single arbitration hearing, if the parties mutually agree.

ARTICLE 21

Effect of Agreement

- 21.1 This instrument constitutes the entire Agreement of the County and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the Parties.
- 21.2 The Parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or sign this agreement.

ARTICLE 22

Separability

- 22.1 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 23

Duration


- 23.1 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.

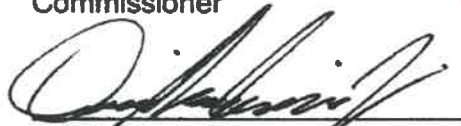
23.2 Renegotiation: Renegotiation of this Agreement will be effected by written notification by one Party to the other not earlier than April 1, 2024. Negotiations shall commence within four weeks of receipt of such notice.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this Collective Bargaining Agreement, inclusive of Appendix A incorporated herein by reference on this March 10th of 2022.

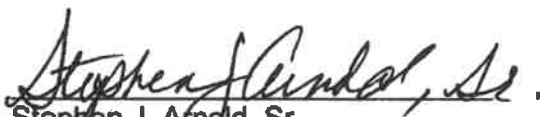
For the County:

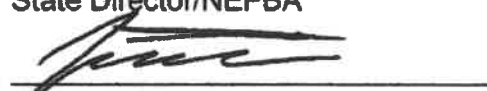

Tara Reardon, Chair
Commissioner

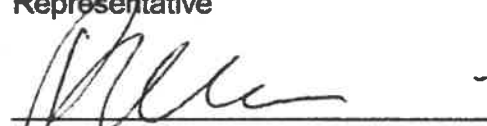

Stuart D. Trachy, Vice Chair
Commissioner


David M. Lovlien Jr., Clerk
Commissioner

For the Union:


Stephen J. Arnold, Sr.
State Director/NEPBA


Justin Malcolm, Local
Representative


Roman Bastek, Local
Representative


William Dexter, Local
Representative

APPENDIX A

WAGE SCHEDULE EFFECTIVE 01/01/2023

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
COURT													
SECURITY	19.04	19.61	20.20	20.81	21.43	22.07	22.73	23.41	24.11	24.83	25.58	26.35	27.14
SECRETARY	20.61	21.23	21.87	22.53	23.21	23.91	24.63	25.37	26.13	26.91	27.72	28.55	29.41
COMM. SPEC I	22.21	22.88	23.57	24.28	25.01	25.76	26.53	27.33	28.15	29.00	29.87	30.77	31.69
COMM. SPEC II	23.96	24.68	25.42	26.18	26.97	27.78	28.61	29.47	30.35	31.26	32.20	33.17	34.17
DEPUTY I	25.90	26.68	27.48	28.30	29.15	30.03	30.93	31.86	32.82	33.81	34.82	35.87	36.95
DEPUTY II	28.01	28.85	29.72	30.61	31.53	32.48	33.45	34.45	35.48	36.54	37.64	38.77	39.93