

COLLECTIVE BARGAINING AGREEMENT BETWEEN
ROCKINGHAM COUNTY
AND NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
ROCKINGHAM COUNTY SHERIFF'S SUPERVISORS

July 1, 2023 Proposed Agreement Expiring June 30, 2026

TABLE OF CONTENTS

Article 1:	Agreement, Purpose and Non-Discrimination	Page 3
Article 2:	Recognition	Page 3
Article 3:	Management Rights	Page 4
Article 4:	No Strike/No Lockout	Page 4
Article 5:	Dues Check-Off	Page 4
Article 6:	Discipline and Work Rules	Page 5
Article 7:	Grievance Procedure	Page 7
Article 8:	Hours of Work/Overtime/Premium Pay	Page 9
Article 9:	Seniority	Page 13
Article 10:	Holidays	Page 14
Article 11:	Earned Time	Page 16
Article 12:	Leaves and Benefits	Page 16
Article 13:	Sick Pool Leave	Page 16
Article 14:	Uniform Allowance and Replacement	Page 17
Article 15:	Health Insurance	Page 17
Article 16:	Reopener Clause	Page 18
Article 17:	Dental Insurance	Page 19
Article 18:	Short Term Disability	Page 19
Article 19:	Wages	Page 20
Article 20:	Payment for Instructors	Page 23
Article 21:	Education Stipend	Page 23
Article 22 :	Anti-Spiking	Page 24
Article 23 :	Effect of Agreement	Page 24
Article 24 :	Duration of Agreement	Page 24

ARTICLE 1
AGREEMENT, PURPOSE AND NON-DISCRIMINATION

This Agreement is between the County of Rockingham, New Hampshire by and through its Board of Commissioners and on behalf of the Rockingham County Sheriff's Office ("the County") and the Rockingham County Sheriff's Supervisors Union, Local number 22, of the New England Police Benevolent Association ("the Union"). The County's and the Union's (collectively, "the Parties") respective obligations under this Agreement are premised on, and do not arise until, the following legal pre-conditions are all satisfied: the Board of Commissioners properly ratifies this Agreement, and the County Delegation properly votes to approve any and all cost items associated with this Agreement, and the Parties have fully executed this Agreement.

- 1.1 The general purpose of this Agreement is to set forth agreements reached between the Parties with respect to wages, hours, and other terms and conditions of employment.
- 1.2 The Parties agree not to discriminate against a member of the Unit because of race, creed, color, sex, sexual orientation, age, religion, national origin, Union status, disability, marital status, veteran status, genetic information or any other protected category which does not affect his/her ability to carry out the duties and responsibilities of the position.

ARTICLE 2
RECOGNITION

- 2.1 The County hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of NH RSA 273-A:10 for all regular full-time Sergeants, Network Administrator, Communications Shift Supervisors, and Chief Engineer, who are included in the definition of the Unit contained in the Public Employee Labor Relations Board's "Certification of Representation and Order to Negotiate" dated December 13, 2016. All other County employees including other employees working within the Sheriff's Office are excluded from this Bargaining Unit, including but not limited to any individual falling under one or more of the exceptions to the definition of a public employee contained in RSA 273-A:1, IX (a)-(d). The phrase "sworn employees" when used in this Agreement refers to Sergeants.
- 2.2 Employees newly appointed in the job classifications set forth in Section 2.1 shall serve a probationary period of one (1) year from the date of hire. The probationary period may be extended up to four (4) months at the Sheriff's sole discretion.
- 2.3 Probationary employees' service in their new position which caused the probationary status with the County may be suspended or terminated for any reason and at any time at the sole discretion of the Sheriff. County and neither the employee so suspended or terminated nor the Union shall have any recourse concerning any such suspension or termination.
- 2.4 During the probationary period, an employee shall not be covered by this Agreement. After an employee has served his/her probationary period of employment, he or she shall become a

regular employee as defined in Article 2.1 of this Agreement, and the County shall compute his or her period of employment from the original date of hire.

ARTICLE 3 **MANAGEMENT RIGHTS**

- 3.1 The Union recognizes the following responsibilities, rights, authority, and duties of the County, except as provisions of this Agreement modify them. The County hereby retains and reserves unto itself, except as limited herein, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire, including but not limited to the following:
- a. To the executive management and administrative control of the Sheriff's Office and its properties and facilities.
 - b. To hire, schedule work hours and work days, make staff assignments to include scheduling and assigning on-call employees, schedule shifts and/or extra shifts, schedule overtime, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against employees, and to lay-off employees from duty because of lack of work or funds.
 - c. To determine the basic means and methods of operation and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and law enforcement activities, and the terms and conditions of employment, except as limited herein.
 - d. To issue and modify rules of employment, including but not limited to regulations, general orders, special orders, standard operating procedures and the like governing the terms and conditions of employment of members of the bargaining unit not inconsistent with this Agreement.
 - e. The right to classify non-standard work assignments that are not covered by a contract or agreement and to staff assignments with employees based on the merits of the work and based on the needs of the County and its citizens.

ARTICLE 4 **NO STRIKE/NO LOCKOUT**

- 4.1 The Union and its members agree not to cause, condone, encourage, sanction, sponsor or participate in any strike, walkout, stay out, sick-out, work slowdown, withholding or services, work stoppage or any curtailment of work or interference with the operation of the County during the term of this Agreement. The County agrees to not to lock out employees during the term of this agreement.

ARTICLE 5 **DUES CHECK-OFF**

- 5.1 Upon written authorization by a Union member covered by this contract and approved by the Union Secretary/Treasurer, the County, through its designated agents, agrees to deduct from the

pay of each Union member so authorized the current Union dues and initiation fees as certified to the County by the Secretary of the Union. Said deductions shall be made twice per month provided, however, that if any employee has no check coming to him or her or the check is not large enough to satisfy the deduction the, and in that event, no collection will be made from said employee for that pay period.

- 5.2 The County or its agent shall send the amount so deducted at least one time per month, prior to the 20th of the month to the Secretary/Treasurer of the Union.
- 5.3 The Union agrees to hold the County harmless from any claim or liability arising out of the deduction of dues and payment to the Union under this Article.

ARTICLE 6

DISCIPLINE AND WORK RULES

- 6.1 All disciplinary action shall be in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken. The Sheriff shall be responsible for determining discipline.
- 6.2 All suspensions and discharges shall be stated in writing and a copy given to the employee and to the Union at the time of suspension or discharge. To the extent the employee and/or the Union representative are not present in person to receive a hand delivery of the copy at the time of suspension or discharge, the County shall forward the copy of the suspension and/or discharge via first class mail to the employee and the Union at their respective addresses of record.
- 6.3 Disciplinary action will normally be taken in the following order, however the County may bypass one or more of these disciplinary options if the infraction so warrants:
 - a) Verbal warning
 - b) Written warning
 - c) Suspension with or without pay and/or/Administrative Leave, subject to change during the suspension and/or leave period
 - d) Suspension without pay
 - e) Discharge
- 6.4 No employee shall be penalized, disciplined, suspended or discharged without just cause. For purposes of this Agreement, the following shall be just cause for discipline up to and including discharge:
 - 6.4.1 Dishonesty;
 - 6.4.2 Stealing or removing property without having a right to such property from the County, another employee, resident, inmate or visitor of a County facility, anyone under the care and/or custody of the County, or otherwise unjustly acquiring money, property, or services from the

County or at the County expense in violation of any provision contained herein or of any law of the State of New Hampshire;

- 6.4.3 Misappropriation of County property and services;
- 6.4.4 Willful insubordination by altering or falsifying any records or the willful making of misstatements of fact in any phase of County government;
- 6.4.5 For the good of the County;
- 6.4.6 Incapacity or unfitness to perform his/her duties;
- 6.4.7 Immoral conduct including but not limited to immoral behavior by indecent conduct on the job or on any County facility or such conduct under circumstances that reflect badly on the County government as the Board of Commissioners may after hearing and deliberation determine;
- 6.4.8 Intoxication, including but not limited to intoxication by reporting for duty while under the influence of alcohol or any other drug; drinking alcohol or using drugs while on duty or while in any County facility;
- 6.4.9 Insubordination, including but not limited to insubordination to the Sheriff, a supervisor or any other superior;
- 6.4.10 Neglect of duty failure to perform duties in accordance with Rockingham County policies and procedures or failure to carry out the policies or instructions of the Sheriff;
- 6.4.11 Willfully damaging any County property or the property of an employee, visitor, resident, inmate, or anyone under the care and/or custody of the County or visitor of any County facility;
- 6.4.12 The use of coarse, profane, insolent, indecent, suggestive, sarcastic or insulting language, inappropriate gestures, expressions of prejudice concerning race, religion, politics, national origin, gender, lifestyle or personal characteristics is absolutely prohibited;
- 6.4.13 Physical or emotional abuse of anyone in the care and/or custody of the County, by violating the rights of anyone in the care and/or custody of the County, or by the disclosure of privileged information pertaining to anyone in the care and/or custody of the County or anyone having business with the County;
- 6.4.14 Neglect of duty or negligence in performing duties
- 6.4.15 Negligence;

- 6.4.16 Other misconduct;
- 6.4.17 Unexcused or excessive absences or unexcused or excessive tardiness;
- 6.4.18 Violation of any of the County's policies, including but not limited to any policies concerning the rules of conduct by employees contained in the County's Personnel Policies and Procedures Manual (as these policies may be amended from time to time at the County's sole discretion);
- 6.4.19 Violation of any policies and/or procedures contained in the Rules & Regulations Manual for the Rockingham County Sheriff's Office, the Rockingham County Sheriff's Office Standard Operating Procedures, the Rockingham County Sheriff's Office General Orders, and the Rockingham County Sheriff's Office Special Orders (as these materials may be amended from time to time at the Sheriff's sole discretion);
- 6.4.20 Any conduct not specifically listed above which reflects badly on the County government or amounts to wrongdoing and where the discharge or removal of the employee would be for the good of the County.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 DEFINITION

A grievance is defined as an alleged violation, misunderstanding, or misapplication of a specific provision of this 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.

7.2 TIME LIMITS

The time limits specified in this Article shall mean business days unless stated differently. Business days are defined as Monday through Friday, excluding holidays (as defined in Section 10.1). Time limits indicated hereunder are considered maximum, unless extended by mutual agreement. All such agreements to extensions must be in writing.

7.3 GENERAL PROVISIONS FOR NON-SWORN EMPLOYEES

- a. The Union shall be the exclusive representative of the employee at all levels of the grievance procedure 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 employee.

- c. Failure at any grievance level to meet or to communicate the decision with 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 five (5) 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.

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 five (5) 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 five (5) business days, present the grievance in writing to the Major 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 five (5) business days after the decision of the Major 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 five (5) 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 Commissioner's level, the Union may within ten (10) business days after the Commissioners' decision request arbitration by submitting appropriate forms to the Public Employee Labor Relations Board. The arbitrator shall be limited to interpretation of specific provisions of this Agreement. The arbitrator shall not add to, modify, or delete any provision in the 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. The decision of the arbitrator shall be final and binding. Either party may appeal the arbitrator's decision in accordance with RSA 542.

7.4 GENERAL PROVISIONS FOR SWORN EMPLOYEES

- a. The Union shall be the exclusive representative of the employee at all levels of the grievance procedure 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 employee.
- 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 five (5) 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.

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 five (5) 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 five (5) business days, present the grievance in writing to the Major 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 five (5) business days after the decision of the Major 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 has not been resolved to the satisfaction of the grievant(s) and the Union, and the grievance does not involve employee scheduling, assignment, transfer, discipline, warning, demotion, suspension, or termination of employment, the Union may within five (5) 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 any grievance permitted to proceed to Level 4 is not resolved to the satisfaction of the Union at the Commissioners level, the Union may within ten (10) business days after the Commissioners' decision request arbitration by submitting appropriate forms to the Public Employee Labor Relations Board. The arbitrator shall be limited to interpretation of specific provisions of this Agreement. The arbitrator shall not add to, modify, or delete any provision in the 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 decision of the arbitrator shall be final and binding. Either party may appeal the arbitrator's decision in accordance with RSA 542.

ARTICLE 8

HOURS OF WORK/OVERTIME/PREMIUM PAY

- 8.1 Overtime may be paid out in compensation or accumulated in compensatory time as described in this Article 8. This Article 8 applies only to hourly non-exempt employees.

8.2 The Sheriff or his/her designee must approve all overtime worked by an hourly non-exempt employee. The Sheriff or his/her designee has the right to order an employee to work hours that are in addition to the employee's regularly scheduled hours of work.

8.3 Hourly non-exempt **non-sworn** employees will receive overtime compensation only as set forth in this Article 8.3 as follows:

- A. On the condition that an hourly non-exempt employee works all of his or her scheduled shifts for the workweek in question and does not use any unscheduled earned time or leave time during the workweek in question, then an hourly non-exempt employee who works authorized time in excess of the employee's regularly scheduled consecutive hours in one workday shall be compensated at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay for time that the employee worked authorized time in excess of the employee's regularly scheduled consecutive hours in one workday.

Definition of Scheduled Earned Time and Unscheduled Earned Time: "Scheduled earned time" occurs under only the following circumstances: (1) an employee provides a 21-day notice to the scheduling supervisor for approval, and receives approval from the scheduling supervisor, in order for time off in increments of 3 or more days consecutively or around the employee's scheduled days off to constitute scheduled earned time; or (2) an employee provides a 14-day notice to the scheduling supervisor for approval, and receives approval from the scheduling supervisor, in order for time off in increments of 2 or more days consecutively or around the employee's scheduled days off to constitute scheduled earned time; or (3) an employee provides a 7-day notice to the scheduling supervisor for approval, and receive approval from the scheduling supervisor, in order for time off for a single day to constitute scheduled earned time. Unless one of these criteria is satisfied for "scheduled earned time," the time off will be considered "unscheduled earned time" or leave time for purposes of this Article 8.3, A.

Bereavement leave pursuant to the County's policies, as they may be modified from time to time at the County's discretion, will not be deemed "unscheduled earned time" for purposes of this Article 8.3, A. In the event that an employee fails to meet one of the criteria for scheduled earned time and asks for time off, and the scheduling supervisor in his or her discretion grants the time off, then the time off shall be deemed "unscheduled earned time" for purposes of this Article 8.3, A.

- B. On the condition that an hourly non-exempt employee works all of his or her scheduled shifts for the workweek in question and does not use any unscheduled earned time or leave time during the workweek in question, then an hourly non-exempt employee who works authorized time on a workday that is not part of the employee's regularly scheduled workweek shall be compensated at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay for time the employee worked on the workday that is not part of the employee's regularly scheduled workweek.

Definition of Scheduled Earned Time and Unscheduled Earned Time: "Scheduled earned time" occurs under only the following circumstances: (1) an employee provides a 21-day notice to the scheduling supervisor for approval, and receives approval from the scheduling supervisor, in order for time off in increments of 3 or more days consecutively or around the employee's scheduled days off to constitute scheduled earned time; or (2) an employee provides a 14-day

notice to the scheduling supervisor for approval, and receives approval from the scheduling supervisor, in order for time off in increments of 2 or more days consecutively or around the employee's scheduled days off to constitute scheduled earned time; or (3) an employee provides a 7-day notice to the scheduling supervisor for approval, and receive approval from the scheduling supervisor, in order for time off for a single day to constitute scheduled earned time. Unless one of these criteria is satisfied for "scheduled earned time," the time off will be considered "unscheduled earned time" or leave time for purposes of this Article 8.3, B.

Bereavement leave pursuant to the County's policies, as they may be modified from time to time at the County's discretion, will not be deemed "unscheduled earned time" for purposes of this Article 8.3, B. In the event that an employee fails to meet one of the criteria for scheduled earned time and asks for time off, and the scheduling supervisor in his or her discretion grants the time off, then the time off shall be deemed "unscheduled earned time" for purposes of this Article 8.3, B.

- C. An hourly non-exempt employee will receive overtime compensation when the employee's hours worked, plus holidays or accrued holiday time used, if applicable; exceed forty (40) hours in a workweek. Earned time or other paid leaves will not be counted as hours actually worked in the calculation of the forty (40) hour threshold or in the calculation of overtime.
- D. If an hourly non-exempt employee schedules earned time or leave, and later forgoes that earned time or leave in order to work, then the earned time or leave will be returned to the employee's accrual bank and the employee will be paid at his or her regular rate of pay for such time worked.

8.4 Hourly non-exempt Sworn employees will receive overtime compensation only as set forth in this Article 8.4 as follows:

- A. On the condition that an hourly non-exempt Sworn employee works all of his or her scheduled shifts for the workweek in question and does not use any unscheduled earned time or leave time during the workweek in question, then an hourly non-exempt Sworn employee who works authorized time in excess of the employee's regularly scheduled consecutive hours in one workday shall be compensated at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay for time that the employee worked authorized time in excess of the employee's regularly scheduled consecutive hours in one workday.

Definition of Scheduled Earned Time and Unscheduled Earned Time: "Scheduled earned time" occurs under only the following circumstances: (1) an employee provides a 21-day notice to the scheduling supervisor for approval, and receives approval from the scheduling supervisor, in order for time off in increments of 3 or more days consecutively or around the employee's scheduled days off to constitute scheduled earned time; or (2) an employee provides a 14-day notice to the scheduling supervisor for approval, and receives approval from the scheduling supervisor, in order for time off in increments of 2 or more days consecutively or around the employee's scheduled days off to constitute scheduled earned time; or (3) an employee provides a 7-day notice to the scheduling supervisor for approval, and receive approval from the

scheduling supervisor, in order for time off for a single day to constitute scheduled earned time. Unless one of these criteria is satisfied for “scheduled earned time,” the time off will be considered “unscheduled earned time” or leave time for purposes of this Article 8.4, A.

Bereavement leave pursuant to the County’s policies, as they may be modified from time to time at the County’s discretion, will not be deemed “unscheduled earned time” for purposes of this Article 8.4, A. In the event that an employee fails to meet one of the criteria for scheduled earned time and asks for time off, and the scheduling supervisor in his or her discretion grants the time off, then the time off shall be deemed “unscheduled earned time” for purposes of this Article 8.4,A.

- B. On the condition that an hourly non-exempt Sworn employee works all of his or her scheduled shifts for the workweek in question and does not use any unscheduled earned time or leave time during the workweek in question, then an hourly non-exempt Sworn employee who works authorized time on a workday that is not part of the employee’s regularly scheduled workweek shall be compensated at the rate of one and one half (1 ½) times the employee’s regular hourly rate of pay for time the employee worked on the workday that is not part of the employee’s regularly scheduled workweek.

Definition of Scheduled Earned Time and Unscheduled Earned Time: “Scheduled earned time” occurs under only the following circumstances: (1) an employee provides a 21-day notice to the scheduling supervisor for approval, and receives approval from the scheduling supervisor, in order for time off in increments of 3 or more days consecutively or around the employee’s scheduled days off to constitute scheduled earned time; or (2) an employee provides a 14-day notice to the scheduling supervisor for approval, and receives approval from the scheduling supervisor, in order for time off in increments of 2 or more days consecutively or around the employee’s scheduled days off to constitute scheduled earned time; or (3) an employee provides a 7-day notice (or less under extenuating circumstances as determined by his/her supervisor) to the scheduling supervisor for approval, and receive approval from the scheduling supervisor, in order for time off for a single day to constitute scheduled earned time. Unless one of these criteria is satisfied for “scheduled earned time,” the time off will be considered “unscheduled earned time” or leave time for purposes of this Article 8.4, B. Bereavement leave pursuant to the County’s policies, as they may be modified from time to time at the County’s discretion, will not be deemed “unscheduled earned time” for purposes of this Article 8.4, B. In the event that an employee fails to meet one of the criteria for scheduled earned time and asks for time off, and the scheduling supervisor in his or her discretion grants the time off, then the time off shall be deemed “unscheduled earned time” for purposes of this Article 8.4, B.

- C. An hourly non-exempt Sworn employee will receive overtime compensation when the employee’s hours worked, plus holidays or accrued holiday time used, if applicable, exceed forty (40) hours in a workweek. Earned time or other paid leaves will not be counted as hours actually worked in the calculation of the forty (40) hour threshold or in the calculation of overtime.
- D. An hourly non-exempt Sworn employee is not allowed to take optional shifts or compensatory time either eight (8) hours before or eight (8) hours after requested time off unless the employee cancels the requested time off.

- E. If an hourly non-exempt Sworn employee schedules earned time or leave, and later forgoes that earned time or leave in order to work, then the earned time or leave will be returned to the employee's accrual bank and the employee will be paid at his or her regular rate of pay for such time worked.
- 8.5 Compensatory time may be granted by the Sheriff in lieu of overtime pay, as follows:
- A. Prior to the performance of any work for compensatory time, the employer and employee must come to an agreement on the accrual and use of the compensatory time. (Ref RSA 275:43)
 - B. Compensatory time is accrued at 1½ times the overtime hours. (Ex. Overtime Hours = 5 x 1.5 = 7.5 Hours Comp Time)
 - C. The Sheriff shall grant the employee's request for use of authorized, accrued compensatory time within a reasonable period of time, unless to do so would disrupt the operations.
 - D. It is not the County's intention to allow anyone to reach the maximum levels. Anyone who accrues 80 hours of compensatory time will not be allowed to work any additional overtime hours until approval is given by the Board of Commissioners.
 - E. At the end of employment for any reason, the employee will be paid for unused compensatory time at the final regular rate received by said employee.
- 8.6 As to hourly non-exempt **non-Sworn** employees, Compensation shall not be pyramided or overlapped and an employee shall not be paid twice for the same time worked.
- 8.7 Upon supervisor pre-approval, employees may be allowed to swap shifts within the same workweek. Employees must maintain a time record of the time they work in the swapped shift.
- 8.8 Mandatory overtime shifts will be rotated through the seniority list.
- 8.9 Details will be handled in accordance with Sheriff's Office policies and procedures.
- 8.10 The Hourly minimum for all emergency call-outs will be compensated at a minimum of 4 hours and regular overtime for any hours worked over the 4 hour minimum.

ARTICLE 9

SENIORITY

- 9.1 Seniority shall be determined first by rank, second by continuous service in the rank. When more than one appointment is made in any rank on any one day, seniority will be determined by the order of appointment. Where two or more members are assigned to an incident, case or a detail and one is designated in charge by a member having authority to make the designation, they shall be considered as having seniority for command purposes over other members assigned to the detail or case.

9.2 An employee's seniority may be lost for the following reasons:

- a. Discharge for just cause.
- b. Voluntary quit, resignation, or retirement.
- c. Remaining on layoff more than 12 months.
- d. Illness or injury off the job resulting in inability to perform his or her regular work with the County, which lasts longer than twenty-four (24) months, except as otherwise agreed mutually between the parties.

ARTICLE 10

HOLIDAYS

10.1 The following and any other days designated by the County Commissioners are the official holidays for the term of this Contract.

1. New Year's Day	7. Columbus Day
2. Martin Luther King Jr. / Civil Rights Day	8. Veterans Day
3. Presidents' Day	9. Thanksgiving Day
4. Memorial Day	10. Day after Thanksgiving
5. Independence Day	11. Christmas
6. Labor Day	12. Biennial Election Day

10.2 Employees covered by this Agreement shall work their shift as scheduled regardless of the occurrence of holidays. Holidays are considered to begin at 11:00 p.m. on the day preceding the holiday. Except for the position of Communications Shift Supervisor, bargaining unit members follow the County's observed Holidays.

10.3 Payment for holidays will be as follows:

- a. Employees working the holiday, or not scheduled to work and not working the holiday, shall receive eight (8) hours of leave time in lieu of the actual holiday. An employee is required to work the holiday (if so scheduled) and his/her last scheduled workday before and first scheduled workday after a holiday or else he/she shall forfeit the accrued leave time unless the employee was out of work due to medical illness, injury or approved leave. Such occurrence shall be supported by a healthcare provider's note.
- b. Employees requesting to take a scheduled workday off that is also a holiday are required to utilize holiday accrual hours. In the event that an employee does not have available holiday accrual hours, they are permitted to utilize Earned Time accrual hours. This does not apply when a holiday occurs during an approved Leave for FMLA, ADAAA, or other approved Sick Pool qualifying Leave, and an employee is utilizing Sick Pool Leave.

Furthermore, if an employee does not have available holiday accrual hours when requesting to take a scheduled workday off that is also a holiday but that specific holiday is subsequently earned as holiday leave time (per Section 10.3.a; above), then the Earned Time accrual hours initially utilized to have the scheduled workday off for the holiday shall be returned to the employee's Earned Time bank, and the holiday leave time earned for that holiday shall be retroactively utilized.

- c. If an employee actually works on one of the holidays that is approved annually by the County for premium pay, the employee shall be paid a premium rate based on one and one half times the employee's hourly straight time base rate plus any applicable shift differential for such time actually worked by the employee.

10.4 Holiday leave time accruals and payouts will be as follows:

- a. This Section 10.4.a **only** applies to employees hired after December 31, 2020. For those employees hired after December 31, 2020, accrued holiday leave time earned after November 30th of the year must be used by November 30th of (each) current year and will **not** be permitted to be rolled over into the next calendar year. Any such unused holiday leave time will be paid out to the employee in the first (1st) biweekly payroll run date in December.
- b. This Section 10.4.b **only** applies to employees hired *prior to* January 1, 2021. For employees who were hired prior to January 1, 2021, such employees with existing holiday accrual balances at December 31, 2020 were permitted to carry over only those 2020 balances and continue to accrue a balance of up to 160 hours ("the 160 hour holiday accrual cap"). Once the employee reaches the 160 hour cap, the employee will need to use the holidays or be paid out according to the language set forth below. The parties agree that:
 - (i) Employees who enter a calendar year *at* the 160 hour holiday cap will be permitted to accrue the holidays referred to in Sections 10.1 and 10.3.a.
 - (ii) Employees who reach the 160 hour holiday cap *prior to* November 30th shall be permitted to accrue the holidays referred to in Sections 10.1 and 10.3.a.
 - (iii) Employees who enter a calendar year with a holiday balance in excess of 160 hours (due to the initial December 31, 2020 carryover) shall accrue the holidays referred to in Sections 10.1 and 10.3.a. Any unused portion (by November 30th of the current year) of those holiday accruals earned after November 30th of the prior year through November 30th of the current year shall be paid out to the employee in the first (1st) biweekly payroll run date in December.
 - (iv) Any holiday balance in excess of 160 hours that exist as of November 30th for employees for whom Sections 10.4b(i) or 10.4.b(ii) apply shall be paid out to the employee in the first (1st) biweekly payroll run date in December.

ARTICLE 11
EARNED TIME

All aspects of the Earned Time benefit available to employees shall be governed by the County's Earned Time policies, as may be modified from time to time at the sole discretion of the County. Earned Time accrual will not be adjusted retroactively. Earned Time accrual will be adjusted prospectively at the time that the Parties execute this Agreement.

ARTICLE 12
LEAVES AND BENEFITS

Except as specifically provided herein, all leaves and other benefits, including insurance, for bargaining unit members shall be in accordance with policies as implemented and interpreted by the County and as modified from time to time by the County.

ARTICLE 13
SICK POOL LEAVE

- 13.1 The Sick Leave Pool program has been discontinued for employees without existing Sick Leave Pool Accounts. No further conversions will be allowed for any employee. However, employees with remaining Sick Pool balances may apply to utilize their remaining Sick Pool time.
- 13.2 A request to use such remaining balances Sick Pool Days may be placed only under the conditions listed below and are not paid out at the end of employment. Such a request shall be placed through the Sheriff, who will forward the request to the Department of Human Resources.
- 13.3 Use of Sick Pool Days may begin on the sixth consecutive workday absence due to illness, injury or other disability. An exception to the "six-day rule" may be granted by the Senior Director of Human Resources in the case of recurrence and/or therapy regarding an illness for which the threshold requirement has previously been met.

A physicians' report must accompany the request to use Sick Pool Days. Periodic reports may be required.

Usage of Sick Pool Days is subject to review by the County. In the event the County deems the time away for a specific medical condition to be irregular, the County may require the employee to be evaluated by a second physician at the County's expense.

ARTICLE 14
UNIFORM ALLOWANCE AND REPLACEMENT

- 14.1 Sworn members will be paid an annual five hundred dollars (\$500.00) stipend for the cleaning and maintenance of their uniforms. The payment shall be made in the month of December.
- a. If a Sworn member is designated by the Sheriff to be the Law Enforcement Prosecutor (as referred to in Section 20.1), then the individual will be paid an annual seven hundred and fifty dollars (\$750.00) stipend for the cleaning and maintenance of their uniforms and other attire utilized in completing their duties. The payment shall be made in the month of December.
- 14.2 Initial Issue – Newly hired non-sworn members shall receive the following uniform items: approved long sleeve shirt (qty-2), short sleeve shirt (qty-2) and pants (qty-3); from a defined manufacturer as selected by the Sheriff and his/her designee.
- a. Additionally, all non-sworn civilian members shall be allowed to purchase footwear, of their choice, annually, approved by the Sheriff or his/her designee with the County contributing no more than seventy-five dollars (\$75.00). If the footwear approved is in excess of seventy-five dollars (\$75.00), the additional cost shall be borne by the employee.
- 14.3 Beginning July 1, 2023, Communications Shift Supervisors will be paid an annual one hundred dollars (\$100.00) stipend for the cleaning and maintenance of their uniforms. The payment shall be made in the first pay period in December.
- 14.4 On an annual basis thereafter and within budgetary constraints, non-sworn members may receive replacement uniform articles due to the ordinary wear and tear relating to the job functions of Sheriff Departments operations.

ARTICLE 15
HEALTH INSURANCE

- 15.1 As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 15 and in the various health insurance policies, employees in the Bargaining Unit shall be entitled to participate in the health insurance coverage options that the County makes available to its non-unionized personnel (“the County Plan”). The County shall only contribute to the health and dental benefits portions of the County Plan as set forth in Articles 15 and 17 of this Agreement. Enrollment procedures and premium deduction procedures shall be handled by the County. There will be no other health insurance coverage available to employees other than the County Plan.
- 15.2 Effective July 1, 2023 through June 30, 2024, the County shall pay 80% of the total 2024 health insurance premium (“the 2024 Total Health Insurance Premium”) for the health insurance coverage elected by the employee under the County Plan and the employee shall pay the remaining 20% of the 2024 Total Health Insurance Premium.

- 15.3 Effective July 1, 2024 through June 30, 2025, the County shall pay 80% of the total 2025 health insurance premium (“the 2025 Total Health Insurance Premium”) for the health insurance coverage elected by the employee under the County Plan and the employee shall pay the remaining 20% of the 2025 Total Health Insurance Premium.
- 15.4 Effective July 1, 2025 through June 30, 2026, the County shall pay 80% of the total 2026 health insurance premium (“the 2026 Total Health Insurance Premium”) for the health insurance coverage elected by the employee under the County Plan and the employee shall pay the remaining 20% of the 2026 Total Health Insurance Premium.
- 15.5 An employee who is eligible for health insurance herein, but who is covered under his or her spouse’s insurance plan that is not a County plan or a plan that is set forth in another collective bargaining agreement between the County and another bargaining unit, or health insurance through the military, or health insurance through retirement other than the County, and who elects not to participate in health insurance available under this Agreement shall receive any amount appropriated annually by the County Delegation in accordance with RSA 24:13-a in addition to the employee’s regular compensation. The employee will not receive this additional amount if the employee elects to participate in health insurance coverage pursuant to this Agreement. Buyouts pursuant to this Article 15.5 shall be limited to one buyout per family.

ARTICLE 16

REOPENER CLAUSE

It is the express intent of both the County and the Union that health care insurance offered pursuant to the Agreement shall at all times comply with the Affordable Care Act (ACA) and any other state, federal or local insurance and/or health care law, without the County being subject to any fees, fines, taxes or penalties (including but not limited to the employer shared responsibility payment and any excise tax that may be imposed on high cost employer-sponsored health insurance coverage).

Accordingly, on an annual basis, the County will analyze the census of employees eligible for coverage and the cost of health insurance for the coming fiscal year, and if it appears that healthcare premiums will exceed the limits under the law or that the scope of coverage offered by the County could result in the imposition of any fees, fines, taxes or penalties as outlined above, the County shall notify the Union of said circumstance. Upon said circumstance, the parties agree to reopen the contract upon fifteen (15) days’ written notice for the purposes of negotiating alternative health insurance with the intent of avoiding the payment of such fees, fines, taxes or penalties. Upon the beginning of negotiations, the parties shall identify at least four mutually agreeable arbitrators who would be acceptable in the event that the parties fail to reach agreement.

In the event that the parties have not reached agreement within forty (40) days following the notice of reopener, then the parties agree to place the issue before interest arbitration, provided that:

1. The arbitration shall be final and binding and a decision reached within sixty (60) days following the notice of reopener;

2. The arbitrator's express duty is limited to awarding health insurance which complies with the ACA and which would not subject the County to the fees, fines, taxes or penalties provided under the ACA;
3. The arbitrator shall select a plan that achieves the above result while differing the least from the most recent negotiated health insurance plan, with a primary goal of avoiding or limiting any increase to either the employer or employee share of health insurance premiums;
4. That any award from the arbitrator shall be effective as of the plan renewal date with no retroactive reimbursement to either the County or Employees;
5. Any appeal of the arbitrator's decision shall be subject to NH RSA 542.

ARTICLE 17

DENTAL INSURANCE

- 17.1 As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 17 and in the various dental insurance policies, employees in the Bargaining Unit shall be entitled to participate in the dental insurance coverage options offered through the County if the employee elects County health and dental coverage. Enrollment procedures and premium deduction procedures shall be handled by the County. There will be no other dental insurance coverage available to employees.
- 17.2 Effective upon the Parties' execution of this Agreement and through June 30, 2026, the County shall pay 75% of the total annual premium for dental insurance coverage under the County Plan as elected by the employee, and the employee shall pay the remaining 25% of the Total Dental Insurance Rate.

ARTICLE 18

SHORT TERM DISABILITY INSURANCE

As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 18 and in the various short term disability insurance policies, the County shall provide employees in the Bargaining Unit with short term disability insurance ("STD") coverage options offered by the County to its non-affiliated personnel and the County shall pay 100% of any associated premium for such STD coverage for full time employees. The County shall pay a pro-rated amount corresponding to a pro-rated premium for any part-time employees which is based on the part-time employees' regularly scheduled hours worked. Enrollment procedures shall be handled by the County. There will be no other short term disability insurance coverage available to employees.

ARTICLE 19
WAGES

- 19.1 The normal workweek for full-time employees is 40 hours, but this may vary in accordance with the Sheriff's Office's operational needs.

The Sheriff's Office recognizes the following work time periods for shift differential purposes for Communications Shift Supervisor: 11:00 p.m. to 7:00 a.m.; and 3:00 p.m. to 11:00 p.m. Additionally, the Sheriff's Office recognizes the following work time periods for weekend shift differential pay purposes for Communications Shift Supervisors: Saturday 7:00 a.m. through Monday 7:00 a.m. Differential rates are only paid for the differential hours actually worked by the Communications Shift Supervisors. Differential rates are not paid for other members of this bargaining unit. The differential rates shall be as follows for dispatch supervisors:

Hours between 11:00 p.m. to 7:00 a.m. – \$2.00 per hour actually worked

Hours between 3:00 p.m. to 11:00 p.m. – \$1.75 per hour actually worked

Hours between Saturday 7:00 a.m. through Monday 7:00 a.m. - \$1.50 per hour actually worked.

- 19.1.1 An "On-Call" stipend in the gross amount of \$200.00 shall be paid to those sworn supervisors required to perform sworn supervisors' "On-Call" weekend coverage.
- 19.1.2 Sworn supervisors are required to perform sworn supervisors' "On-Call" weekend coverage on a rotating basis. Hours for "On-Call" weekend coverage shall commence at 1600 hours on Friday and end at 0600 hours on Monday.
- 19.1.3 In the event that a Holiday is recognized on a Monday or a Friday, the sworn supervisor designated "On-Call" shall be paid a stipend in the gross amount of \$180.00 .
- 19.1.4 These stipends will not be forfeited if the employee is called out during the shift.

- 19.2 The Compensation and Classification Plan, which sets the wage rate ranges for employees, is appended hereto as Appendix A and fully incorporated into this Agreement. The parties agree that employees shall be paid at least the minimum wage rate set forth in Appendix A for the applicable year, and that no employee shall be paid more than the maximum wage rate set forth in Appendix A for the applicable year.

- 19.3 There will be no retroactive pay associated with this Agreement. All wage adjustments set forth herein shall occur and be implemented during the term of this Agreement and do not relate to time periods preceding the Parties' execution of this Agreement.

- 19.4 The County shall pay the wage adjustments set forth in this Section 19.4 provided that the following legal pre-conditions are all satisfied: the Board of Commissioners properly ratifies this Agreement, and the County Delegation properly votes to approve any and all cost items associated with this Agreement, and the Parties including the Sheriff have fully executed this Agreement.

Effective the first pay period of July 2023 that includes only July 2023 dates, each employee in the Bargaining Unit who has not reached the maximum wage rate set forth in Appendix A will be eligible for a six percent (6%) and one dollar twenty-five cent (\$1.25) cost of living adjustment ("COLA") increase in the employee's base wage rate, provided his/her performance in the most current required evaluation has been determined by the Sheriff or his/her designee to have been satisfactory and six percent (6%) and one dollar twenty-five cent (\$1.25) increase to the base rate does not exceed the maximum rate. To the extent that the employee receives less than a six percent (6%) and one dollar twenty-five cent (\$1.25) increase in the employee's base rate because the employee's base rate reaches the maximum then the employee will also receive a prorated bonus, and the increase plus the prorated bonus shall not exceed the equivalent of a six percent (6%) and one dollar twenty-five cent (\$1.25) increase. By way of example, if an employee currently makes \$31.00 per hour, and the maximum rate is \$33.00, then a six percent (6%) and one dollar twenty-five cent (\$1.25) increase to the base rate of \$31.00 per hour would surpass the maximum rate by \$1.11 per hour, at \$34.11 per hour, or \$2,308.80 annualized on a 40-hour work week. In this example, the employee's rate would increase from \$31.00 to \$33.00 and the employee would receive a \$2,308.80 bonus that does not increase the base wage. To the extent that an employee is receiving the maximum wage rate set forth in Appendix A prior to the first pay period that includes only July 2023 dates, then the employee will receive a bonus of the equivalent of a six percent (6%) and one dollar twenty-five cent (\$1.25) increase of base rate and this bonus shall not increase the employee's base wage rate, provided his/her performance in the most current required evaluation period has been determined by the Sheriff or his/her designee to be satisfactory. To the extent that an employee reaches the maximum wage rate set forth in Appendix A by virtue of being eligible for this six percent (6%) and one dollar twenty-five cent (\$1.25) COLA in the first pay period that includes only July 2023 dates, then the employee would be eligible to receive the six percent (6%) and one dollar twenty-five cent (\$1.25) COLA but not the bonus, provided his/her performance in the most current required-evaluation period has been determined by the Sheriff or his/her designee to be satisfactory.

Effective July 1, 2024, each employee in the Bargaining Unit who has not reached the maximum wage rate set forth in Appendix A will be eligible for a four percent (4%) cost of living adjustment ("COLA") increase in the employee's base wage rate, provided his/her performance in the most current required evaluation has been determined by the Sheriff or his/her designee to have been satisfactory and the four percent (4%) increase to the base rate does not exceed the maximum rate. To the extent that the employee receives less than a four percent (4%) increase in the employee's base rate because the employee's base rate reaches the maximum then the employee will also receive a prorated bonus, and the increase plus the prorated bonus shall not exceed the equivalent of a four percent (4%) increase. By way of example, if an employee currently makes \$31.00 per hour, and the maximum rate is \$32.00, then a four percent (4%) increase to the base rate of \$31.00 per hour would surpass the maximum rate by \$0.24 per hour, at \$32.24 per hour, or \$499.20 annualized on a 40-hour work week. In this example, the employee's rate would increase from \$31.00 to \$32.00 and the employee would receive a \$499.20 bonus that does not increase the base wage. To the extent that an employee is receiving the maximum wage rate set forth in Appendix A prior to July 1, 2024, then the employee will receive a bonus of the equivalent of a four percent (4%) increase of base rate and this bonus shall not increase the employee's base wage rate, provided his/her performance in the

most current required evaluation period has been determined by the Sheriff or his/her designee to be satisfactory. To the extent that an employee reaches the maximum wage rate set forth in Appendix A by virtue of being eligible for this four percent (4%) COLA effective July 1, 2024, then the employee would be eligible to receive the four percent (4%) COLA but not the bonus, provided his/her performance in the most current required evaluation period has been determined by the Sheriff or his/her designee to be satisfactory.

Effective July 1, 2025, each employee in the Bargaining Unit who has not reached the maximum wage rate set forth in Appendix A will be eligible for a four percent (4%) cost of living adjustment ("COLA") increase in the employee's base wage rate, provided his/her performance in the most current required evaluation has been determined by the Sheriff or his/her designee to have been satisfactory and the four percent (4%) increase to the base rate does not exceed the maximum rate. To the extent that the employee receives less than a four percent (4%) increase in the employee's base rate because the employee's base rate reaches the maximum then the employee will also receive a prorated bonus, and the increase plus the prorated bonus shall not exceed the equivalent of a four percent (4%) increase. By way of example, if an employee currently makes \$31.00 per hour, and the maximum rate is \$32.00, then a four percent (4%) increase to the base rate of \$31.00 per hour would surpass the maximum rate by \$0.24 per hour, at \$32.24 per hour, or \$499.20 annualized on a 40-hour work week. In this example, the employee's rate would increase from \$31.00 to \$32.00 and the employee would receive a \$499.20 bonus that does not increase the base wage. To the extent that an employee is receiving the maximum wage rate set forth in Appendix A prior July 1, 2025, then the employee will receive a bonus of the equivalent of a four percent (4%) increase of base rate and this bonus shall not increase the employee's base wage rate, provided his/her performance in the most current required evaluation period has been determined by the Sheriff or his/her designee to be satisfactory. To the extent that an employee reaches the maximum wage rate set forth in Appendix A by virtue of being eligible for this four percent (4%) COLA effective July 1, 2025, then the employee would be eligible to receive the four percent (4%) COLA but not the bonus, provided his/her performance in the most current required evaluation period has been determined by the Sheriff or his/her designee to be satisfactory.

If an individual is a probationary employee at the time of the COLAs or bonus listed above, the individual will not receive the COLA or bonus in question until successful completion of the probationary period, and the payment will be prospective and will not be retroactive. Upon successful completion of the individual's probationary period, every individual who successfully completes his or her probationary period and therefore becomes an employee of the Bargaining Unit will be paid at least the minimum wage rate set forth in Appendix A for the applicable year.

- 19.5 The Network Administrator and the Chief Engineer will only be paid for time actually worked while on call when the issue is resolved without them physically responding to the office or other location. Such time worked will not be deemed an emergency call-out as defined in Section 8.10. The Network Administrator and the Chief Engineer are required to submit timely and accurate time records documenting time actually worked.

ARTICLE 20
PAYMENTS FOR INSTRUCTORS

- 20.1 The Sheriff may designate, based on individual qualifications, experience and performance, four firearms instructors, (One of whom will be designated as Chief Firearms Instructor), Evidence Technician, an EMS/Medical Coordinator, Law Enforcement Prosecutor, a Taser Instructor/Defensive Tactics Instructor and a Field Training Officer. These designated instructors will receive the following annual stipend on a biweekly basis in the regular biweekly payroll.

Chief Firearm Instructor	\$2,500.00
Firearms Instructor	\$1,300.00
Evidence Technician	\$1,300.00
EMS/Medical Coordinator	\$1,300.00
Law Enforcement Prosecutor	\$2,500.00
Taser/Defensive Tactics Instructor	\$1,300.00
Field Training Officer	\$1,300.00

- 20.1.A. Beginning July 1, 2023 if a determination is made by the Sheriff or his/her designee that a Communications Shift Supervisor will be assigned to the training of new dispatchers, the Communications Shift Supervisor will receive a \$1,040.00 stipend each fiscal year they are assigned as a dispatch trainer. Stipends will be divided equally across each bi-weekly pay period.
- 20.2 The Sheriff may at his/her discretion remove deputies/supervisors from the Instructor designation and may determine that any or all assignments be unfilled. Once the position is removed the biweekly stipend will cease and will be prorated as of that date. Effective the second full pay period following the parties' execution of this Agreement, a bargaining unit member will be certified as a Taser Instructor, but management maintains the right to appoint non-bargaining unit members to Instructor positions.

ARTICLE 21
EDUCATION STIPEND

- 21.1 Full-time Sworn personnel with a Bachelor's degree from an accredited institution of higher education or Sworn employees with three (3) years or more of Military Service (Honorable Discharge) shall receive an annual stipend of five hundred dollars (\$500.00) for full-time Sworn personnel, added to base salaries.
- 21.2 To be eligible for payment employees must provide proof of Bachelor's degree or a DD214 (certificate of release or discharge from active duty) to the Human Resources Department. Education and military criteria payments cannot be combined.

21.3 Payment will occur in the first payroll in February that includes all February dates.

ARTICLE 22
ANTI-SPIKING

Notwithstanding any other provision in this Agreement, any separation benefits otherwise payable to an employee shall be capped at the maximum amount that will not result in the New Hampshire Retirement System assessing the County for “spiking” (such as previously codified in former RSA 100-A:16, III-a).

ARTICLE 23
EFFECT OF AGREEMENT

- 22.1 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.
- 22.2 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 signed this agreement.

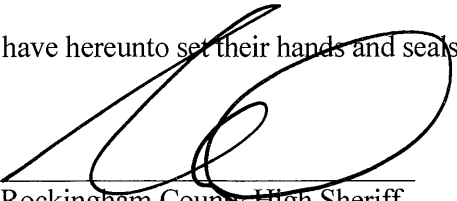
ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2023. This Agreement will expire on June 30, 2026.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30th day of June, 2023.

Witness

Maureen D. Smith


Rockingham County High Sheriff
Charles Massahos
Date:

ROCKINGHAM COUNTY
BOARD OF COMMISSIONERS

Aim Kwikoski
Witness

Aim Kwikoski
Witness

[Signature]
Witness

Brian Chirichiello

Brian Chirichiello, Chair

Date:

[Signature]
Steven Goddu, Vice Chair

Date:

K. Coyle
Kathryn Coyle, Clerk

Date:

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION

Louise Sayward
Witness

[Signature]
Witness

[Signature]
Sean Mahoney, President

New England Police Benevolent Association

Date:

[Signature]
Stephen Arnold,
State Director/Chief Negotiator
New England Police Benevolent Association

Date:

Appendix A

Rockingham County Compensation and Classification Plan Sheriff's Supervisors Police Benevolent Association

Position		July 1, 2023		July 2, 2023 to June 30, 2024		July 1, 2024 to June 30, 2025		July 1, 2025 to June 30, 2026	
		Minimum Rate of Pay	Maximum Rate of Pay	Minimum Rate of Pay	Maximum Rate of Pay	Minimum Rate of Pay	Maximum Rate of Pay	Minimum Rate of Pay	Maximum Rate of Pay
Sheriff's Supervisors		<i>Presented only for Min/Max rates of pay in effect for July 1, 2023</i>		6% + \$1.25 Increase effective July 2, 2023 (or upon completion of probationary period, if applicable)		4% Increase effective July 1, 2024		4% Increase effective July 1, 2025	
1	Sergeant (Sheriffs)	\$ 27.22	\$ 37.20	\$ 29.77	\$ 40.68	\$ 30.96	\$ 42.31	\$ 32.20	\$ 44.00
2	Communications Shift Supervisor	\$ 23.03	\$ 31.40	\$ 25.33	\$ 34.53	\$ 26.34	\$ 35.91	\$ 27.39	\$ 37.35
3	Network Administrator	\$ 22.92	\$ 31.25	\$ 25.22	\$ 34.38	\$ 26.23	\$ 35.76	\$ 27.28	\$ 37.19
4	Chief Engineer	\$ 25.17	\$ 34.36	\$ 27.59	\$ 37.67	\$ 28.70	\$ 39.18	\$ 29.85	\$ 40.75