

**Agreement between**

**ROCKINGHAM COUNTY**  
**DEPARTMENT OF**  
**CORRECTIONS**

**And**

**NATIONAL CORRECTIONAL**  
**EMPLOYEES UNION, LOCAL**  
**118**

**July 1, 2021 to**  
**June 30, 2024**

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AGREEMENT BETWEEN  
ROCKINGHAM COUNTY DEPARTMENT OF CORRECTIONS  
AND  
NATIONAL CORRECTIONAL EMPLOYEES UNION  
EXPIRING June 30, 2024

**PREAMBLE**

A contract ("Contract" or "Agreement") between the County of Rockingham for the Department of Corrections, hereinafter referred to as the "County" or the "Employer" and National Correctional Employees Union, Local 118, hereinafter referred to as the "Union" and collectively referred to as the "Parties". As used herein, references to "employees" or to "employee" refer only to the Corrections Officers for whom the Union is the exclusive bargaining agent under Article I of this Agreement. The County's and the Union's obligations under this Agreement are premised on, and do not arise until, the following legal pre-conditions are all satisfied: the Board of Commissioners and the Union respectively properly ratify 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.

**ARTICLE I**  
**RECOGNITION**

1.1 The County recognizes the Union as the exclusive bargaining agent within the meaning of RSA 273-A for the purpose of establishing the terms and conditions of employment for all full-time regular and part-time regular employees in the bargaining unit positions as follows:

Correctional Officers

1.2 It is agreed that the following positions and employees are specifically excluded from recognition or coverage under this Agreement: Superintendent, Assistant Superintendent, Major, Captain, Lieutenant, Sergeant, Corporal, all other Supervisors, administrative employees, employees in other bargaining units, professional and confidential employees, persons in a probationary (initial evaluation period) or temporary status, employed seasonally, irregularly or on call, and all other employees of the County.

1.3 The Union recognizes the responsibility of representing the interest of all employees in the unit without discrimination for the purpose as set forth in this Contract.

1.4 The provisions of this Contract shall be applied without discrimination to all employees in the bargaining unit in accordance with state and federal laws.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

2.1 Except as specifically limited or abridged by the terms of the Agreement, the management of the Department of Corrections in all its phases and details shall remain vested exclusively in the County and its designated agents, 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 relating to, including, but not limited to, the direction of the work force, the establishment of reasonable rules and regulations, the establishment of qualifications for employment, the establishment of work and productivity standards, the right to hire, supervise, discipline or discharge, transfer, or relieve employees from duty for lack of work or funds, the right to decide job classifications, the creation and abolition of positions and the determination of the methods, processes and manner of performing work and the general control of all of the operations of the Department 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.

2.2 It is agreed that this enumeration of management rights shall not be deemed to exclude other proper management rights not specifically enumerated herein. The County shall retain all rights and authority exercised prior to the execution of this Agreement, except as modified in this Agreement. The County not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed to be waiving its right to exercise such function or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

It is further specifically agreed that this Article and the exercise of any management right herein shall not be subject to any grievance proceeding as hereinafter set forth.

### **ARTICLE III** **EMPLOYMENT 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 or proceeding 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 Maintenance of Membership: Those employees who are members of the Union on the effective date of the Contract shall be notified in writing by the Union that they must retain their membership throughout the term of the Contract except that each member shall have the opportunity to withdraw such membership during a fifteen (15) day period following said notice.

Notice of withdrawal of membership shall be in writing to the Union and shall have been postmarked during the designated withdrawal period.

3.4 The County and the Union hereby affirm and maintain the policy of not discriminating against any unit employee because of race, color, national origin, citizenship, religion, sex, sexual orientation, marital status, age or disability. All such claims under this Section shall be processed through the grievance procedure herein before taking action with state or federal agencies.

3.5 Consultation: The parties recognize their mutual obligation to conscientiously seek satisfactory solutions to problems arising out of the employment relationship. Consultation may be requested by either party in writing stating the reasons for the requested meeting and the proposed agenda or topic of consultation. A mutually agreeable meeting date shall be established, and each side shall be entitled to have appropriate representatives in attendance.

#### **ARTICLE IV** **UNION RIGHTS**

4.1 Bulletin Boards: The Employer shall furnish reasonable space on bulletin boards for the use of the Union. Employees shall not post notices of a derogatory, libelous, or profane nature and shall be limited to actual Union activity. Employees shall not post Union Notices at any other locations other than the approved Union Bulletin Board(s). Under no circumstances shall management post any item on the Union bulletin board without the express permission of the Union.

4.2 Unit Employees: The Employer shall furnish the Union with the names and addresses of all unit employees at least quarterly upon the request of the Union. The listing of unit employees' names and addresses shall indicate which employees are new unit employees.

4.3 Facilities: For the purposes relating to the County of Rockingham Department of Corrections bargaining unit, the Union shall be allowed the use of the Sentenced Inmate Contact Visiting Area or other County facility space for meetings, upon request and approval of the County, provided such use would not conflict with the employer's business.

4.4 In July or upon request by the Union, the County shall furnish to the Union an alphabetical listing of the names and addresses of the employees in the bargaining unit.

4.5 Human Resources shall notify the Union of all bargaining unit members whose status has changed from "Probationary" to "Regular" on a monthly basis.

## **ARTICLE V**

### **UNION REPRESENTATIVES**

5.1 Recognition: The County agrees to recognize the local leaders and Stewards duly authorized by the Union. There shall be a maximum of three (3) stewards, at the County of Rockingham Department of Corrections. The Union shall furnish the name of the local leaders and stewards to the County and keep the County advised of any changes.

5.2 The County agrees to authorize two (2) days off in any one (1) calendar year without loss of time or pay for three (3) stewards/or designees appointed by the Local Union President, to enable him/her to attend Union Training Programs. The Union shall notify the County no less than twenty (20) days in advance of such proposed training programs.

5.3 Duties: If a situation should arise which threatens to disrupt the workplace when a shop steward is on duty, the Superintendent or a designee will attempt to schedule times or meetings so as not to lessen departmental coverage.

5.4 Access to Employees: Staff representatives of the Union shall be allowed to visit employees in work areas not within cell blocks or specially restricted areas during working hours to confer on conditions of employment to the extent that such visitations can be accommodated without unreasonable disruption of work activities. Prior to entering a work area,

the representative shall notify the Superintendent or designee stating the reason(s) for such visitation.

#### **ARTICLE VI** **NO STRIKE/NO LOCKOUT**

The parties recognize the prohibitions in N.H. RSA-273-A, as amended, against strikes, lockouts and other forms of concerted job action and mutually agree to take necessary steps through the various means available to them to ensure the continuity of governmental operations and the status of unit employees. Employees who engage in job actions in violation of this provision may be subject to discipline up to and including discharge.

#### **ARTICLE VII** **SEPARABILITY CLAUSE**

If any Article of this Agreement or any application of any portion of any Article of this Agreement to any employee or group of employees is held to be contrary to law, then such Article or portion thereof shall be deemed invalid, but all other provisions of the Agreement shall continue in full force and effect.

#### **ARTICLE VIII** **EFFECT OF AGREEMENT**

8.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set-forth in this Agreement. Therefore, the County and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not 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 this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time, and the parties have agreed that either party may request to reopen negotiations concerning different options for health insurance coverage.

8.2 This instrument constitutes the entire agreement and final resolution of all matters in dispute between the County and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been negotiated by mutual agreement and reduced to writing and signed by the parties.

8.3 Waiver by either party of the other's nonperformance or violation of any term or condition of this Contract shall not constitute a waiver of any other non-performance or violation of any other term or condition of this Contract, or of the same nonperformance or violation in the future.

#### **ARTICLE IX** **PROBATIONARY PERIOD**

9.1 All newly hired employees must serve a probationary period of twelve (12) continuous months from the date of hire and such probationary employees shall not be entitled to representation by the Union in any proceeding involving this contract and shall not be covered by any of the terms of this Agreement. The County shall evaluate the performance of probationary employees during each three (3) month period of probation or an extension thereof.

9.2 Employees on probation (initial evaluation period) may be disciplined, including but not limited to, suspension or termination for any reason and at any time by the Employer in its sole discretion and neither the employee so disciplined, suspended or terminated, nor the Union shall have recourse to the grievance procedure concerning any such discipline, suspension or termination.

9.3 All Correctional employee positions require certification by the New Hampshire Association of Counties (NHAC). All bargaining unit employees must become certified as a condition of continued employment. Pursuant to RSA 100-A:1 (VII) (c) (2) (3), certified County corrections officers shall meet all qualifications for certification that may be established by the New Hampshire Association of Counties. Candidates for Academy attendance shall meet all qualifications that may be established by the New Hampshire Association of Counties.

## **ARTICLE X**

### **DRUG POLICY**

10.1 Employees shall not possess, use, or sell illegal controlled substances or alcoholic beverages while on duty in the correctional facility or while in any other facility of the County or any other facility at another location while on duty or acting in an official capacity for the County. Possession shall include, but not be limited to, concealment or storage in a locker, bag, or other place accessible to the employee during working hours.

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

10.3 The Superintendent may enforce this policy by requiring employees to submit to drug and alcohol tests (including, but not limited to, providing urine and blood samples) 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 is or has been using drugs and/or alcohol while on or off duty.

10.4 In the event that the County determines that it should fund and implement a program of random testing of employees for the purpose of enforcing a drug-free work place policy, the Union hereby agrees to bargain collectively with the County in an effort to create a mutually agreeable system for such testing. Further, the Union agrees not to refuse to bargain on this particular issue if the County makes a request to bargain in mid-term.

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

- (a) Fails to comply with this policy or to cooperate with the Superintendent in the administration of this policy.
- (b) Exhibits behavior that is harmful or potentially harmful to inmates or other employees.
- (c) Does not obtain professional treatment for alcohol or drug dependency.
- (d) Refuses to provide documentation of treatment.
- (e) Does not meet the goals of the treatment plan in a timely fashion as presented in such treatment plan.
- (f) Refuses to submit to independent testing under Section 10.3 above, at County expense, if requested to do so by the Superintendent.

10.6 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 sick leave or FMLA Leave, if applicable, under the terms of this Agreement until the employee presents the Superintendent of Corrections 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 as requested by the Superintendent from the medical professional, certified counselor, or treatment facility of ongoing treatment whether the employee remains on sick leave or returns to work.

10.7 In the event of drug testing or the implementation of a random drug testing program, such program 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 XI** **DUES DEDUCTION**

11.1 Deduction of Dues: Union members shall have the right to have Union dues deducted from their regular pay checks.

11.2 Payment of Dues: The County shall transmit monthly to the NCEU Field Office on a bi-weekly basis, twice a month the dues deducted during the past month together with a list of the employees who had dues deducted and the date of such dues deductions.

11.3 Authorization: The Union will provide a signed dues deduction authorization to the County from each member of the Union.

11.4 Exemption: In the event that an employee's check is insufficient to deduct dues after all other required deductions have been made, then no dues will be deducted or paid to the Union for that pay period.

11.5 Indemnification: The Union agrees to indemnify and save harmless the County for any actions it may take or fail to take in connection with dues deduction.

11.6 Change in Dues: The Union agrees to notify the County in writing of the amount of the dues to be deducted from each employee, and notify the County one month in advance of any change in the amount to be deducted.

## **ARTICLE XII** **JOB POSTING**

12.1 All vacancies in the bargaining unit positions will be filled by current employees if there are qualified applicants.

12.2 Vacancies in bargaining unit positions shall be posted at least ten (10) calendar days. Postings shall include the job description, wage rate, minimum qualifications, closing date for applications, and the work schedule. The County shall also post, for informational purposes, all vacancies in other County positions outside the bargaining unit.

## **ARTICLE XIII** **LAYOFF, RECALL AND SENIORITY**

13.1 Layoff: Layoff shall mean the separation of an employee from paid status occasioned by lack of work or lack of funding. When it is determined by the County that a layoff is necessary, the order of layoff is determined by type of appointment and is as follows:

1st - probationary employees 2nd - part-time employees 3rd - full-time employees

13.2 The County shall give written notice to the employee affected as soon as the County determines that a layoff will occur.

13.3 In the event of a layoff, the County shall layoff according to seniority within the job classification affected, beginning with the employee with the least seniority, unless there exists substantial and objective reasons to by-pass the principles of seniority.

13.4 Recall: After a layoff, in the event any unit positions are reopened within one (1) year, the County agrees to recall laid off employees in the reverse order of their layoff. Any recall notice shall be mailed to the last known address in County records by certified mail. It shall be the employee's responsibility to update such mailing address as necessary. Any employee who fails to return to work within fourteen (14) calendar days of the receipt of a recall notice, or who fails to make arrangements with the Superintendent of Corrections for the employee's return on some other date, shall lose all recall rights and seniority. Any laid-off

employee who rejects a recall to a bargaining unit position shall lose all recall rights and seniority.

13.5 Seniority: Seniority shall be defined as an employee's length of continuous service with the County since last date of hire into a unit position.

A break in service caused by a layoff will allow a recalled employee to retain seniority earned prior to the layoff. A leave of absence shall not be considered a break in service.

For the purposes of determining rates of annual and sick leave accrual and longevity pay only, credit shall be given for continuous service in non-bargaining unit benefit-eligible County position(s) which immediately precedes the employee's employment in a benefit-eligible bargaining unit position.

#### **ARTICLE XIV** **DISCIPLINARY ACTIONS**

14.1 Discipline: It is the responsibility of each employee to observe the policies and regulations contained herein and to conduct themselves on the job and otherwise as to bring no discredit to the County government.

14.2 Superintendent of Corrections Responsibility: The Superintendent of Corrections is responsible for the proper and efficient operation of the Department and for enforcing all policies and regulations. Supervisors are, with the approval of the Superintendent of Corrections, authorized to impose such disciplinary measures as are appropriate and necessary for the orderly operation of the department.

14.3 Conduct Subject to Disciplinary Action: Unit employees may be disciplined, suspended, or discharged from employment in a unit position for the following:

(a) Stealing from the County, from a fellow employee, resident, inmate or visitor of the County facility, anyone under the care and/or custody of the County of Rockingham, 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;

(b) Negligently damaging any County property or the property of a fellow employee, inmate, or anyone under the care and/or custody of the County of Rockingham or visitor of the County facility;

(c) Lying relative to any County business, or relative to any employment or personnel matter of the County or of any County employee or of any person doing business with the County;

(d) Disobedience or insubordination to a supervisor or any other superior;

(e) Disorderly, immoral or indecent conduct on the job or on any County facility or such conduct under circumstances that reflect badly on the County government in a more than incidental way as the Superintendent of Corrections may after hearing and deliberation determine;

(f) Failure to meet the requirements of job description, unacceptable poor performance on the job, inefficiency, or lack of cooperation;

(g) 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 or on County property.

(h) Neglect of duty or negligence in performing duties;

(i) Altering or falsifying any records or the making of misstatements of fact in any phase of County government;

(j) Failure to perform duties in accordance with rules and regulations or failure to carry out the policies of the Department of Corrections;

(k) Unauthorized personal use of the County telecommunications or misappropriation of County property and services.

(l) Unjustly acquiring money, property, gifts, favors, or services from inmates, inmates' visitors and/or relatives for personal gain, or services from the County or at County expense in violation of any provision contained herein of any law of the State of New Hampshire.

(m) Abuse of sick leave. Absence from duty due to sick leave and without acceptable employee-provided verification by documentation, of three (3) or more days over a three (3) month period or of 24.75 hours over a three (3) month period, shall be considered to be abuse of sick leave for purposes of this provision.

(n) Possession or use of personal cell phones, smartwatches, or other personal telecommunication devices in areas accessible to inmates.

14.4 Disciplinary Standards: The parties jointly recognize the deterrent value and necessity of the ability to impose disciplinary action. Accordingly, the County will:

- (a) Act to impose discipline within a reasonable time of the offense;
- (b) Apply discipline in a uniform and consistent manner, while acknowledging that discipline is not necessarily administered in exactly the same way in all cases;
- (c) Ensure that all disciplinary actions are supported by just cause; and
- (d) Use a procedure of progressive discipline including the following actions:
  - (i) Oral warning;
  - (ii) Written warning;
  - (iii) Suspension without pay; and
  - (iv) Dismissal.

The parties acknowledge that there may be cases that will warrant the by-passing of one or more of these progressive disciplinary steps.

14.5 Methodology: Disciplinary actions shall narrowly and specifically identify the alleged action or non-action for which the discipline is being given, and shall cite the particular



contract provision or published rule or regulations which are alleged to have been violated.

These actions shall also include a statement of recommended corrections or actions for the employee to take to prevent further violation of the cited provision or rule.

14.6 All warnings shall be made within a reasonable time of the event being warned of (verbally), and the supervisor shall place a record of the warning in the employee's personnel file, and a copy shall be given to the employee.

14.7 Access to Personnel File: An employee shall be allowed to view the employee's personnel file at any reasonable time and to obtain copies of its contents at the employee's expense. Employees shall be given a copy of all disciplinary actions placed in their file. Documents not in an employee's personnel file may not be used for disciplinary purposes.

14.8 Confidentiality: Discipline shall be treated in a confidential manner, and employees shall not be reprimanded or otherwise disciplined in the presence of, or within the hearing or sight range of inmates, other employees, or other persons not involved in the disciplinary process.

14.9 Suspension With Pay: The County may suspend an employee with pay during an investigation. A suspension with pay for purposes of an investigation shall not be considered disciplinary in nature. Such employees shall be advised of the nature of the investigation at the time of suspension.

14.10 Documentation of Personnel Actions. All personnel actions shall be in writing and such written documents shall be maintained in the subject employee's personnel file.

## **ARTICLE XV**

### **GRIEVANCE PROCEDURE**

#### **15.1 General Provisions:**

15.1.1 A grievance is defined as a dispute or difference of opinion raised by an employee covered by the Contract, or by the County, or by the Union involving the meaning, interpretation

or application of one or more provisions of this Contract. A grievance must be in writing and must state the specific provision(s) in this Contract that have allegedly been violated. Further, the relief sought must be indicated by the party raising the grievance.

15.1.2 The grievant has the right to be represented by a (one [1]) Steward and/or NCEU representative at all levels of grievances and employee interrogations.

15.1.3 As used herein, "working days" shall mean Monday through Friday, excluding holidays listed herein.

15.1.4 Any time limits herein may be extended by mutual agreement.

15.1.5 The resolution of any grievance shall not be inconsistent with the terms of this Contract.

15.1.6 Prior to the institution of the formal grievance procedure hereinafter set forth, any employee who believes to have been aggrieved must attempt to informally resolve the matter with the employee's immediate supervisor. The supervisor has the responsibility to attempt to resolve the employee's grievance if the supervisor has authority to do so. The time for such informal efforts at resolution shall run during the fifteen (15) calendar days period for the initial filing of a written grievance. If the grievance cannot be resolved informally, the following procedure shall be utilized or such grievance shall be deemed waived.

15.2 Review, Filings, Hearings/Decisions, Appeals:

15.2.1 Review: The formal grievance procedure shall consist of three (3) steps:

Step #1 - Superintendent of Corrections or designee

Step #2 - County Commissioners

Step #3 – Arbitrator

15.2.2 Filings: A grievance must initially be filed in writing with the Superintendent or designee. The grievance must be filed within fifteen (15) calendar days of the alleged violation, or of the grievant's first knowledge thereof. However, the initial filing shall be at the lowest level

at which the person hearing the grievance has the authority to issue a decision which would resolve the grievance. Further, if a grievance is based on an action or omission of a person or body which occupies a step in the grievance procedure, the initial filing shall be at that step.

15.2.3 Hearings/Decisions: Grievance hearings shall be held and decisions rendered in writing within the following time limits:

	<u>Hold Hearing</u>	<u>Render Decisions</u>
Step #1	10 work days	10 work days
Step #2	15 work days	15 work days
Step #3	60 days	30 days

15.2.4 Appeals: An appeal of the decision received at any step of the grievance procedure shall be filed in writing within seven (7) work days of receipt of the written decision.

Grievances requesting arbitration under Step #3 shall request arbitration under the auspices of the Public Employee Labor Relations Board's process for the selection of an arbitrator.

15.3 The Arbitrator's decision shall not go beyond what is necessary for the interpretation of express provisions of this Agreement. The Arbitrator shall not have the power or authority to add to, ignore or modify any of the terms and/or conditions of this Agreement.

15.4 Each grievance shall be separately processed at any proceeding hereunder unless the parties otherwise agree.

15.5 The Arbitrator shall furnish a written opinion within thirty (30) days of the close of the hearing specifying the reasons for the decision. The decision of the Arbitrator, if within the scope of the Arbitrator's authority and power within this Agreement, shall be final and binding upon the Union, the County, and the aggrieved employee. Either party may appeal the arbitrator's award in accordance with RSA 542.

15.6 If a grievance is not reported and/or processed within the time limits set forth in this Article, the matter shall be dismissed and no further action shall be taken with respect to such grievance. In any case where a decision is not received within the specified time, the grievant may continue to appeal to the next level.

15.7 Excluded from this grievance procedure are grievances which question the exercise of rights set forth in Article II of this Agreement, entitled Management Rights, or which question the use or application of any right reserved to management under RSA 273-A over which the County or its designated agents have discretion.

15.8 Records: A record of written documents pertaining to an employee's grievance shall be kept in the employee's personnel file.

## **ARTICLE XVI** **TRAINING**

16.1 The Superintendent of Corrections shall be responsible for:

- (a) Establishing standards for training programs;
- (b) Developing and conducting training to meet the specific needs of the department and in developing and utilizing other techniques for improving employee efficiency;
- (c) Developing supervisory and management training and other types of employee training programs;
- (d) Establishing standards of performance and procedures for evaluating employee performance so as to identify training needs;
- (e) Keeping records of all approved training courses and programs and a record of employees who successfully complete such courses and programs; and
- (f) Evaluating the effectiveness of training programs.

16.2 Identifying Training Needs: The Superintendent of Corrections should seek the input of supervisors to determine the training needs of the individual employees. The

Superintendent of Corrections should explore the availability of appropriate training and, where possible, make such training available for County personnel. While training may be related to the employee's personal career objectives, priority shall be given to County government needs.

16.3 Training: Continuing education and training within the employees' job classification mandated by state or federal law shall be provided. Additional training deemed reasonable and necessary, in the sole judgment of the County, shall also be provided. The employer will make every effort to schedule in-service training and will arrange coverage for employees engaged in employer-sponsoring training. To the extent possible, in-service training shall be presented in conjunction with the beginning or end of a regularly scheduled shift.

16.4 Cross Training: Unit employees who are interested in cross training shall make the scheduling officer aware of their interest. The scheduling officer shall make every reasonable effort to accommodate such requests.

## **ARTICLE XVII** **SAFETY AND HEALTH**

17.1 Safety: It is agreed by the parties that safe and healthy working conditions are in the best interests of the parties. Toward that end the County shall maintain and use all reasonable efforts to maintain a safe and healthy work environment, and employees shall perform their assigned tasks in a safe and healthy manner.

17.2 Safety Meeting: Both parties agree that a Safety Committee in accordance with the New Hampshire Worker's Compensation Laws with no less than four (4) members, two (2) unit and two (2) County, shall be formed. Said committee shall meet once every four (4) months, or more frequently if mutually agreed upon. The purpose of this Committee is to discuss and review conditions and safety issues regarding facility or employees. The Committee will make recommendations to eliminate said problems. Agendas for Safety Meetings shall be posted seventy-two (72) hours in advance of each meeting.

**ARTICLE XVIII**  
**SEXUAL HARASSMENT**

The County of Rockingham will not tolerate the sexual harassment of any employee, client, resident, inmate, vendor or any other person dealing with the County. All aspects of prohibitions against sexual harassment and anti-discrimination shall be governed by the most current County policy.

**ARTICLE XIX**  
**MISCELLANEOUS**

19.1 Personal Property: Employees shall be reimbursed by the County for the reasonable cost for loss of or damage to any authorized personal property, as listed in Rockingham County Department of Corrections Standard Operating Procedures, which occurs during the course of their official duties and as a result of a recognized work activity.

19.2 Mileage Rate: Any employee who is required to use the employee's private vehicle for business purposes, approved by the Superintendent and/or designee, shall be reimbursed at the rate paid to all other County employees per mile for all miles actually driven for County business purposes.

19.3 Lockers: The County shall provide lockers so that each employee may store personal belongings. The lockers should be used for the purpose of securing outer apparel and personal belongings. The County will not be responsible for loss of personal property that is not secured as expressed above.

19.4 Staff Lounge and Break Area: Employees are permitted to utilize the Staff Lounge and Break Area during excused periods from duty. Inmates shall not be allowed access to this area without supervision of a correctional officer.

19.5 Physical Examination: Any physical examination for health or other reason required of a unit employee by the employer shall be provided at no cost to the employee.

19.6 Immunizations: The County shall make immunizations

and blood tests for tuberculosis, hepatitis, influenza, HIV upon exposure to bodily fluids, and other communicable diseases as required by law, available to unit employees at appropriate intervals.

19.7 Disease Tests: The County shall provide unit employees with tests for tuberculosis at regular intervals. Results of such tests shall remain confidential.

19.8 Appliances: A refrigerator and microwave oven in the staff lounge is for the use of employees.

19.9 Beverages: The County will furnish unit employees with coffee, milk and sugar without charge. The County will install and maintain a water filter for tap water.

19.10 Deductions: To the extent the payroll system can accommodate it, payroll check stubs shall contain an itemization of all payroll deductions for the pay period, and for the year-to-date.

19.11 Meals: One meal will be available per work shift to each employee of the Corrections Department without charge. Employees will not be restricted in any way from bringing their own meals as they choose as approved by the Supervisor.

## **ARTICLE XX**

### **HOURS OF WORK AND OVERTIME**

20.1 Work Week: The basic work week for unit employees shall be forty-one and one-quarter (41.25) hours per week. The weekly pay period shall run from Sunday through Saturday.

20.2 Work Day: The daily eight and one-quarter hour shifts will normally be 6:45 a.m. - 3:00 p.m. (1st shift), 2:45 p.m. - 11:00 p.m. (2nd shift), and 10:45 p.m. - 7:00 a.m. (3<sup>rd</sup> shift) as well as float positions which are normally 5:45 a.m. to 2:00 p.m., 12:45 p.m. to 9:00 p.m., and 1:45 p.m. to 10:00 p.m.

20.3 The work day shall include a fifteen (15) minute briefing and training shift change period. This briefing and training shift change time shall be paid at the employee's straight-time rate. If applicable, shift differentials will apply to briefing and training shift change periods.

20.4 Work Schedule: The parties agree that during the term of this Agreement the existing shift assignments for the facility shall be maintained. In selecting employees to fill open shift assignments, the Department shall consider the qualifications of the applicants, and the scheduling needs of the facility, and if the qualifications of the applicants are equal, seniority shall be the determining factor in making the assignment. The parties agree that during the term of this Agreement the existing day off rotations for the facility shall be maintained. In selecting employees to fill open day off rotations within a shift, the Department shall consider the qualifications of the applicants, and the scheduling needs of the facility, and if the qualifications of the applicants are equal, seniority (per CBA – Section 13.5) shall be the determining factor in making the assignment. Both parties acknowledge that the existing “Set Days Off” and “Modified 4 & 2 Rotation” are the only day off rotations in effect for this agreement. The current “Modified 4 & 2 Rotation” shall be defined as a six (6) week day off rotation pattern outlined as follows:

Week 1 days off: Thu & Fri, Week 2 days off: Wed & Thu, Week 3 days off: Tue & Wed,

Week 4 days off: Mon & Tue, Week 5 days off: Sun & Sat, Week 6 days off: Sun & Sat.

Existing “Set Days Off” positions on 1<sup>st</sup> and 2<sup>nd</sup> shift will not be filled once vacated. Should the County and/or Union wish to change the existing days off rotations, such changes shall be negotiated during future labor relations negotiations.

20.5 Overtime: Employees shall receive one and one-half (1.5) times their regular base hourly rate (including differentials, if any) for all hours actually worked in excess of forty-one and one-quarter (41.25) per week.



An employee will receive 1.5 times the employee's base rate plus differential, if applicable, in only the following other instances:

- (a) If the employee comes in earlier than the employee's regular shift, the time and a half is on the hours the employee actually works before the employee's scheduled shift;
- (b) If the employee stays after the employee's regular shift, the time and a half is on the hours the employee actually works after the regular shift;
- (c) If the employee works any time other than the employee's scheduled shift on the same day as the scheduled shift (even when it is not in conjunction with the start or end of the employee's scheduled shift), the time and a half is paid for that additional time actually worked by the employee;
- (d) If the employee comes in on a scheduled day off, all of the hours the employee actually works are paid at time and a half;
- (e) If the employee has leave scheduled for a portion of a shift and works any additional time before or after the shift, time and one half is paid for the additional time worked by the employee in addition to the scheduled leave;
- (f) If an employee calls out (an unscheduled absence) for a shift but works an additional shift at another time in the workweek, that additional shift is coded as straight time until all hours worked including holidays reaches 41.25 and then overtime will be paid.

20.6 Breaks: Each employee shall receive one (1) twenty (20) minute break during the employee's scheduled work period. Such break shall be granted by the employee's supervisor in accordance with the work demands of the work period and will be taken in the staff lounge so the employee will be available in the event of an emergency.

**ARTICLE XXI**  
**HOLIDAYS AND LEAVES**

21.1 General Policy: Leave is any authorized absence during regularly scheduled work hours that is approved by proper authority. Leave may be authorized, with or without pay, and shall be granted in accordance with this Contract, the work requirements of the department and whenever possible, with the personal desire of the employee. For purposes of earning and taking leave of any type, the year will end on the last day of the last pay period of the applicable year and the new leave year will begin the following day.

21.2 Granting of Leave: The authority to grant leave rests with the Superintendent and/or his/her designee. For all leave other than unexpected sick leave, holidays, or emergency situations, an electronic request indicating the kind of leave, the duration, and the dates of departure and return must be approved by the scheduling officer and the Superintendent of Corrections prior to the commencing of the leave. For unexcused sick leave, or emergency situations, an employee must notify the supervisor on duty, as soon as possible, about the employee's request for unexpected sick leave or leave for an emergency situation, and confirm the request in writing or electronically as soon as possible. With the exception of scheduled Annual vacation leave, including additional requests for leave shall be acknowledged, electronically, to the employee within five (5) working days of the receipt by the Superintendent or the Superintendent's designee of the written request for leave.

21.3 Holidays: 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 Day | 8. Veteran's Day           |
| 3. President's Day        | 9. Thanksgiving Day        |
| 4. Memorial Day           | 10. Day after Thanksgiving |
| 5. Independence Day       | 11. Christmas              |

6. Labor Day

12. Biennial Election Day

(a) Any employee scheduled to work on New Year's Day, Independence Day, Thanksgiving and Christmas shall receive one and one-half (1.5) times their regular base pay plus shift differentials. All hours worked in excess of 8.25 hours on those four (4) holidays shall be paid at the rate of two (2) times their normal base pay plus shift differentials.

21.4 Employees shall work their normal schedules regardless of the occurrence of holidays. However, employees (a) working the holidays, or (b) not scheduled to work and not working the holidays shall receive thirty-three (33) hours of leave time in lieu of the actual holidays off for the first four (4) holidays of each calendar year. Leave time must be scheduled at least three (3) weeks in advance of the time in which leave is to be taken, in accordance with the employee's preference and the needs of the Department, the approval of said leave time not being unreasonably withheld. Holidays leave time must be used by the end of the calendar year. An employee is required to work, the holiday if so scheduled, his/her scheduled workday before and after a holiday, and cannot use unscheduled personal days, or he/she shall forfeit the pay unless the employee was out of work due to medical illness or injury. Such occurrence shall be supported by a healthcare provider's note upon returning to work. Employees shall receive eight and one quarter (8 1/4) hours pay at the employee's base rate of pay, excluding shift differentials, for each of the remaining seven (7) holidays (eight (8) holidays in Biennial Election years) with payment to be made for each holiday in the pay period in which the holiday occurs. If an employee does not use his or her holidays, the holidays shall not be carried over into the next calendar year but instead the County shall pay the employee for such unused holidays by the second pay period in the next calendar year.

21.5 Vacation pay shall be paid at the employee's base rate of pay and shall not include any shift differentials. Vacations: Vacations shall be earned in accordance with the following schedule:

(a) Upon date of hire through 5 years of service, eighty-two and one-half (82 1/2) hours annually, accrued at the rate of 6.875 hours per month.

(b) Upon completion of five (5) years of service, one hundred twenty-three and three-quarters (123.75) hours annually, accrued at the rate of 10.3 hours per month.

(c) Upon completion of ten (10) years' service, one hundred-sixty-five (165) hours annually, accrued at the rate of 13.750 hours per month.

(d) These accruals shall occur prospectively as set forth above upon the date of hire and completion of the specified five (5) year and ten (10) year years-of-service benchmarks. There shall not be any retroactive lump sum payment at the completion of five (5) year and ten (10) year years-of-service benchmarks.

21.6 Employees may use earned vacation time in increments of weeks, days, or hours upon the approval of the Superintendent, or the Superintendent's designee. Approval of requests to use vacation time shall not be unreasonably denied or unreasonably rescinded after being granted.

21.7 Employees who terminate employment shall be paid at the employee's regular hourly rate, excluding any shift differentials, for all hours of unused vacation leave.

21.8 Employees shall be allowed to retain vacation time to a maximum of twice the employee's annual accumulation. Additional days shall be paid to the employee in the first payroll of January, when the employee is prevented from taking days because of the County.

21.9 Sick Leave: Sick leave is when the employee is ill and unable to work and for which payment is made at the employee's regular rate of pay. Sick leave shall be allowed only in the case of actual necessity occasioned by illness or disability of the employee, because of actual

necessity occasioned by the illness of an employee's child or spouse, or for physical or dental examination or other medical prevention measures.

(a) It is the responsibility of the employee to notify the supervisor on duty when illness or injury prevents reporting to duty.

(b) Notification should include the reasons for absence and an estimated date of return to duty.

(c) Notification of absence must be made two (2) hours prior to the start of the shift unless extenuating circumstances exist which would preclude the notification. Failure to report prior to the shift may cause the employee loss of pay for that particular day.

(d) Employees who are absent three (3) consecutive work days or more must, prior to returning to duty, submit to their supervisor a note from a health care provider that the employee was medically incapacitated for work. Employees who are absent three (3) or more consecutive work days due to the actual necessity occasioned by the illness of the employee's child or spouse must submit to their supervisor a note from the health care provider substantiating the illness of the employee's child or spouse.

(e) Sick leave taken for the purpose of keeping an appointment with a physician, dentist, or therapist shall be for the time it takes to keep the appointment and return to work and not for the entire day, unless the Superintendent of Corrections for good cause shown, gives prior permission to use sick leave the entire day. All appointments that require the employee to take a portion of the day shall be submitted through the County's time and attendance software application system implemented by the County indicating that the employee did attend the medical appointment.

(f) Abuse of sick leave privilege will constitute misconduct subject to disciplinary action. Abuse of sick leave means use of sick leave for purposes other than those indicated above. Whether or not abuse has occurred shall be determined from all the circumstances

of the case, including but not limited to: Use of sick leave, unsupported by a physician's note; a discernible pattern of absences, such as the same day each week or each month; on occasions when the employee, although claiming illness, is seen under circumstances that suggest good health; or under any other circumstances which are suspicious or questionable. Chronic abuse of the sick leave privilege may be used as a basis for discipline up to and including dismissal.

(g) The County shall provide one (1) remedial notice to an employee if the employee's absence(s) constitute an abuse of sick leave privilege as set forth in Article 21.9(f) above. If the employee again abuses sick leave privileges following this remedial notice, the employee shall be subject to discipline up to and including dismissal. The employer agrees to remove the remedial notice and warnings for the abuse of sick leave after 12 months from the date of the underlying occurrence. The bargaining unit employee shall write a letter to the Superintendent to request the remedial notice or warning be removed from their file when the time limit has been reached. After the 12 months, any remedial warning for abuse of sick leave, notice for abuse of sick leave or discipline for abuse of sick leave, will not be held against the employee in the event they do not provide written notice to the Superintendent.

h) No employee shall be reprimanded for poor attendance due to a prolonged illness, such as: major surgery, auto accident, or other recognized illness or injury.

21.10 Each full-time or part-time employee will accrue sick leave according to the following schedule:

(a) for regularly established work week of twenty-four and three-quarters (24.75) to thirty-three (33) hours, 6.1875 hours per month;

(b) for regularly established work week of thirty-three (33) to forty-one and one quarter (41.25) hours, 8.25 hours per month.

21.11 Sick leave may be accrued from year to year but may not exceed seventy-two (72) days for an employee regularly working 24.75 to 33 hours weekly; ninety (90) days for an employee regularly working 33 to 41.25 hours weekly. Sick leave shall be paid at the employee's regular base rate of pay, which shall not include shift differentials. Those leaving County employment with five (5) years of continuous service and in good standing will be paid one half (1/2) of their accrued sick time at their regular base rate of pay, which shall not include shift differentials. In the event of the death of a unit employee this benefit shall be paid in accordance with applicable state and federal law.

(a) Bonus Day – for employees who do not utilize sick leave within 6 month measurement periods (January 1 – June 30 and July 1 – December 31), a bonus day is earned in one 6 month period and must be used in the 6 month period which immediately follows. Bonus days must be so used or are forfeited; there is no cash payout. The pre-approval of the Superintendent or his/her designee is required for the use of a bonus day.

21.12 Workers' Compensation Leave: All aspects of Workers' Compensation Leave available to employees shall be pursuant to the most current County policy.

21.13 Jury Duty Leave: Jury duty is recognized as an important civic responsibility. An employee may be granted leave without loss of pay when on jury duty or when subpoenaed to appear for a County-related case before court, a public body or a public commission, or upon the approval of the Superintendent and/or his or her designee for cases of civic duty not in connection with the County. In each instance the employee shall submit a written request in advance of performing such jury-type duty except in an unusual situation where advance notice may be impractical. In such instance an oral request may be made. During such leave, the County will pay the difference between any compensation received for such service and the regular net pay of the employee.

21.14 Military Leave: Any employee who is a member of a reserve force of the United States, or the State of New Hampshire, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States, or of the State of New Hampshire, shall be granted a leave of absence during the period of such activity. No vacation or sick leave which an employee may have accumulated shall be lost because of going on active duty. Upon request any employee entering on active duty may receive a check in an amount equal to the regular pay for all or part of accumulated annual vacation leave. In the event that an employee fails to return to County employment after leaving the armed forces, accumulated sick leave shall be forfeited. An employee is required to provide the Superintendent or the Superintendent's designee with all military orders prior to leaving employment and upon return to employment.

21.15 Training Leave of Absence With Pay: An employee may be granted leave with pay for the purpose of attending training programs, seminars, workshops and such other activities that are job-related for the purpose of improving knowledge, skills and abilities in the performance of work, if such is approved, in advance, by the Superintendent of Corrections.

21.16 Leave of Absence Without Pay: A leave of absence must be approved by the Superintendent and may not exceed ninety (90) days. A leave of absence without pay shall not affect any employee's length of continuous employment for purposes of seniority. During a leave of absence without pay, an employee will have no loss of accrued benefits, but will not continue to accrue any such benefits while on leave. Health and dental benefit payments will not be paid by the County during periods when the employee is on leave of absence without pay. To maintain benefits, employees on an unpaid leave of absence may elect to pay health and dental benefit payments, which shall be made to the County's Finance Office or the Finance Office's designee in advance of payments being made by the County to the Benefit Provider.



21.17 Family and Medical Leave Act (“FMLA”) Leave: All aspects of Family and Medical Leave Act leave available to employees shall be governed by the County’s most current FMLA Leave policies. It is the intention of the County and the Union that a Union bargaining unit member shall use accrued time while out on FMLA Leave. The order of accrued time use shall be as follows: exhaustion of sick time, followed by exhaustion of vacation time, followed by exhaustion of personal time, followed by exhaustion of holidays. To the extent that the County’s FMLA Leave policies refer to use of “Earned Time” which earned time is inapplicable to the bargaining unit members in this Union, such reference shall be construed to refer to the Union bargaining unit members/ available accrued time in accordance with state and federal laws.

Requests for extension of a medical leave of absence without pay or benefits beyond twelve (12) work weeks may be approved by the Superintendent of Corrections, but must be requested in advance of commencing such extension. All requests for medical leave of absence or extensions thereof must be submitted in writing to the Superintendent of Corrections at least thirty (30) days prior to the requested starting date of such leave or extension thereof. Less notice may be given upon certification of a physician of a medical emergency.

21.18 Personal Days: Personal days shall be paid at the employee’s base rate of pay and shall not include any shift differentials. Each full-time and part-time employee will earn three (3) personal days per year. Notification of personal day must be made two (2) hours prior to the start of the shift unless extenuating circumstances exist which would preclude the notification. Personal days not used prior to the end of the last pay period in the calendar year earned will be credited to accrued vacation leave.

21.19 Bereavement Leave: All aspects of Bereavement Leave available to employees shall be pursuant to the County’s current Bereavement Leave policies.

**ARTICLE XXII**  
**HEALTH INSURANCE**

22.1 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"). There will be no other health insurance coverage available to employees other than the County Plan.

22.2. The County shall only contribute to the health and dental benefits portions of the County Plan as set forth in Articles 22 and 23 of this Agreement. Enrollment procedures and premium deduction procedures shall be handled by the County.

22.2.1 Effective July 1, 2021 through June 30, 2024, the County shall pay 80% of the total health insurance premium ("the 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 Total Health Insurance Premium.

22.2.2 The County agrees to include within the County Plan a Health Savings Account ("HSA") arrangement which, pursuant to the terms and conditions of applicable plan documents and legal requirements, will be available to eligible employees who are enrolled in the high deductible health plan ("HDHP") offered by the County as part of the County Plan.

**Section 1. Introduction.** Employer shall make a Health Savings Account ("HSA") arrangement available subject to the terms of this Article.

**Section 2. Eligibility.** Employees may be eligible to establish and contribute to an HSA under this arrangement if they meet the following requirements:

A. The Employee must be eligible for and enrolled in a high deductible health plan ("HDHP") established by Employer and described in Section 223 of the Internal Revenue Code ("Code").

B. The Employee may not be enrolled in or be covered by any health plan that is not a high deductible health plan ("Disqualifying Coverage"). For this purpose, Disqualifying

Coverage includes coverage under (1) a general-purpose health flexible spending arrangement (a “health FSA”) that is part of a cafeteria plan under Section 125 of the Code and that is made available through the Employer or through the employer of a spouse or dependent, (2) coverage under a group health plan that is not an HDHP, including coverage made available through the Employer or through the employer of a spouse or dependent, (3) coverage under a health reimbursement arrangement (an “HRA”), and (4) coverage under Medicare or Medicaid.

C. The Employee may not be claimed as a dependent by another taxpayer (other than his or her spouse) on the taxpayer’s individual income tax return.

**Section 3. High Deductible Health Plan.** The HDHP is described in summary and available on the Employee Portal or by request to the employer. Employees that are not eligible for and not enrolled in the HDHP are not eligible to participate in the HSA arrangement.

**Section 4. Health Savings Accounts.** Eligible Employees who enroll in the HDHP, and who are otherwise eligible to contribute to an HSA (“HSA-Eligible Employees”), may contribute and receive employer contributions to an HSA through the Employer’s cafeteria plan under Section 125 of the Code. The Employer is only required to make or forward contributions to the employee’s bank account set up by the employee. The HSA Direct Deposit Form is available on the Employee Portal.

The Employee’s decision to establish an HSA is completely voluntary. Employer may not: (i) limit the ability of Employees to move funds to another HSA beyond restrictions imposed by the Code; (ii) impose conditions on utilization of HSA funds beyond those permitted under the Code; (iii) make or influence the investment decisions with respect to funds contributed to an HSA; (iv) represent that the HSA is part of an Employee welfare benefit plan established or maintained by the employer; or (v) receive any payment or compensation in connection with the HSA. To participate in an HSA, Employees agree to complete, sign, and return an enrollment application and HSA Direct Deposit Form by the date established annually by the County in the

open enrollment. Employer will make contributions to the HSAs of HSA-eligible employees at the same levels of Employer's contributions to other HSA-eligible County employees who are not part of this bargaining unit. To the extent that the County wishes to decrease its HSA contributions (currently \$1,750.00 for single plans and \$3,500.00) for other plans) at any time, the County and the Union agree to negotiate about such a decrease and that no such decrease will be unilaterally implemented. The contributions to the HSA will be made twice monthly or less often as determined annually during open enrollment.

If an HSA-Eligible Employee enters the HDHP as a participant on a date after the first day of the HDHP plan year, the Employer shall prorate the amount of the Employer contribution to reflect the late entry.

All contributions to an individual's HSA shall cease on the date he or she becomes ineligible to receive contributions to an HSA for any reason. Employer is not responsible for monitoring when and whether an Employee becomes ineligible for this purpose.

**Section 5. Payment of Administrative Fee.** Custodian administrative fees, if any, allocable to individual HSAs of active employees who are participants in the HDHP shall be paid by the Employer. Custodian administrative fees, if any, allocable to individual HSAs of active employees who have accrued a balance in their HSAs but are not longer eligible to contribute to the HSA shall be paid by the Employer. Custodian administrative fees, if any, allocable to the individual HSAs of former employees shall be paid by the Employer. Custodian administrative fees, if any, allocable to HSAs of retirees shall be paid by the Employer. There is no guarantee that the Employer will fund a HSA for retirees, and the Employer does not do so as of the date of the parties' execution of this Agreement. If Employer Contributions cease as a result of collective bargaining or any agreement related thereto, custodian administrative fees shall be paid by the Employer.

### 22.3 Health Insurance Buyout:

An employee who is eligible for health insurance herein, but who is covered under another insurance plan that is not a County plan and who elects not to participate in health insurance available under this Agreement shall receive any amount established 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 22.3 shall be limited to one buyout per family.

22.4 Retirement System: It is mandatory that all employees who work a regular work week, as determined by applicable state law and/or regulations concerning the New Hampshire Retirement System join the N.H. Retirement System, Group II. Regular employees shall be enrolled in the N.H. Retirement System as soon as administratively possible following the execution of the contract. A summary of the benefits of the retirement system will be provided to each employee at the time of employment.

22.5 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 XXIII** **DENTAL INSURANCE**

The County, on behalf of only the bargaining unit members who are covered by this Agreement, agrees to join the NCEU H&W Fund and to contribute to the trust fund on behalf of each full time employee that voluntarily enrolls in the dental benefit program provided by the

NCEU equivalent the sum of fifteen dollars and fifty cents (\$15.50) per week from July 1, 2021 to June 30, 2022 and sixteen dollars (\$16.00) per week beginning July 1, 2022.

The County's contributions for dental insurance premiums will be paid by the County by the 15<sup>th</sup> of the month of coverage. The County's rules for enrollment and the County's premium deduction procedures apply.

Non-grievable – No dispute over a claim for any benefits extended by the NCEU Health and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining Agreement between the employer and the Union.

County's Liability – It is expressly agreed and understood that the County does not accept, nor is the County to be charged hereby with, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The County's liability shall be limited to the contributions indicated above.

#### **ARTICLE XXIV** **SHORT TERM DISABILITY INSURANCE**

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. Employees shall not be allowed to use any accrued but unused Vacation Time, Sick Time or other paid leave to supplement the STD

payments that they receive, except to cover employees' share of health insurance premiums.

**ARTICLE XXV**  
**MISCELLANEOUS BENEFITS**

25.1 Deferred Compensation Plan: An employee may join and participate in the deferred payment compensation plan endorsed by the County Commissioners.

25.2 Uniforms-Initial Issue: Each new unit employee shall receive on an annual basis uniform items as determined by the Superintendent and within approved budgeted amounts, including footwear.

25.3 Replacement: Within approved budgeted amounts, the County shall replace issued items which become damaged, or worn out, as a result of employment or through extraordinary circumstances within a reasonable amount of time.

25.4 Return to County: All uniform items issued by the County will be turned in upon termination of employment.

25.5 Within approved budgeted amounts and assuming those budgeted amounts have not already been exhausted by the time an employee seeks to participate, employees shall be eligible to participate in the most current Tuition Reimbursement program offered by the County to its non-unionized employees.

**ARTICLE XXVI**  
**WAGES**

26.1 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.



The County shall pay the wage adjustments set forth in this Section 26 provided that all of the following pre-conditions are satisfied: (a) the Board of Commissioners and the Union properly ratify this Agreement; (b) the County Delegation properly votes to approve any and all cost items associated with this Agreement; (c) the Parties have fully executed this Agreement; and (d) the employee in question's performance in the most current required evaluation has been determined by the Superintendent or his/her designee to have been satisfactory.

26.2 Pay Adjustments as of the First Full Pay Period in July 2021 that only includes July 2021 days: The maximum wage rate effective July 4, 2021 set forth in Appendix A shall be \$27.55 per hour ("the July 2021 maximum rate"). Effective the first full pay period of July 2021 that includes only July 2021 dates, each employee in the Bargaining Unit who has not reached the July 2021 maximum wage rate set forth in Appendix A will be eligible for 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 Superintendent or his/her designee to have been satisfactory and the \$1.25 increase to the base rate does not exceed the July 2021 maximum rate. To the extent that the employee receives less than a \$1.25 increase in the employee's base rate because the employee's base rate reaches the July 2021 maximum rate then the employee will also receive a prorated bonus, and the increase plus the prorated bonus shall not exceed the equivalent of the \$1.25 increase.

Example 1: To the extent that an employee is receiving the July 2021 maximum wage rate set forth in Appendix A prior to the first full pay period of July 2021 that includes only July 2021 days, then the employee will receive a bonus of the equivalent of a \$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 Superintendent or his/her designee to be satisfactory.

Example 2: To the extent that an employee reaches the July 2021 maximum wage rate set forth in Appendix A by virtue of being eligible for this \$1.25 COLA in the first full pay period of July 2021 that includes all July 2021 days, then the employee would be eligible to receive the \$1.25 COLA but not the bonus, provided his/her performance in the most current required evaluation period has been determined by the Superintendent or his/her designee to be satisfactory.

26.3 Pay Adjustments as of the First Full Pay Period in July 2022: The maximum wage rate as of July 3, 2022 set forth in Appendix A shall be \$27.91 per hour (“the July 2022 maximum rate”). Effective the first full pay period of July 2022 that includes only July dates, each employee in the Bargaining Unit who has not reached the July 2022 maximum wage rate set forth in Appendix A will be eligible for a two-and-a-quarter percent (2.25%) 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 Superintendent or his/her designee to have been satisfactory and the 2.25% increase to the base rate does not exceed the July 2022 maximum rate. To the extent that the employee receives less than a 2.25% increase in the employee’s base rate because the employee’s base rate reaches the July 2022 maximum then the employee will also receive a prorated bonus, and the increase plus the prorated bonus shall not exceed the equivalent of a 2.25% increase.

Example 1: To the extent that an employee is receiving the July 2022 maximum wage rate set forth in Appendix A prior to the first full pay period of July 2022 that includes only July 2022 days, then the employee will receive a bonus of the equivalent of a 2.25% 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 Superintendent or his/her designee to be satisfactory.

Example 2: To the extent that an employee reaches the July 2022 maximum wage rate set forth in Appendix A by virtue of being eligible for this 2.25% COLA in the first full pay period of July 2022 that includes all July dates, then the employee would be eligible to receive the 2.25% COLA but not the bonus, provided his/her performance in the most current required evaluation period has been determined by the Superintendent or his/her designee to be satisfactory.

26.4 Pay Adjustments as of the First Full Pay Period in July 2023: The maximum wage rate effective July 2, 2023 set forth in Appendix A shall be \$28.35 per hour (“the July 2023 maximum rate”). Effective the first full pay period of July 2023 that includes only July 2023 days, each employee in the Bargaining Unit who has not reached the July 2023 maximum wage rate set forth in Appendix A will be eligible for a seventy-five cents (\$0.75) 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 Superintendent or his/her designee to have been satisfactory and the \$0.75 increase to the base rate does not exceed the July 2023 maximum rate. To the extent that the employee receives less than a \$0.75 increase in the employee’s base rate because the employee’s base rate reaches the July 2023 maximum then the employee will also receive a prorated bonus, and the increase plus the prorated bonus shall not exceed the equivalent of a \$0.75 increase.

Example 1: To the extent that an employee is receiving the July 2023 maximum wage rate set forth in Appendix A prior to the first full pay period of July 2023 that includes only July 2023 days, then the employee will receive a bonus of the equivalent of a \$0.75 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 Superintendent or his/her designee to be satisfactory.

Example 2: To the extent that an employee reaches the July 2023 maximum wage rate set forth in Appendix A by virtue of being eligible for this \$0.75 COLA in the first full pay period of July 2023 that includes all July dates, then the employee would be eligible to receive the \$0.75 COLA but not the bonus, provided his/her performance in the most current required evaluation period has been determined by the Superintendent or his/her designee to be satisfactory.

26.5 If an individual is a probationary employee at the time of the COLA's or bonuses 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. Additionally, if an individual is a probationary employee as of July 4, 2021 and their rate of pay is below the \$19.00 Minimum Rate of Pay, said employee's wage rate shall be increased to the \$19.00 Minimum Rate of Pay effective July 4, 2021 and the difference between the \$1.25 increase and the July 4, 2021 increase to achieve the Minimum Rate of Pay shall be received upon completion of the probationary period.

26.6 Hazardous Duty Pay: Employees shall receive a payment of twenty-five dollars (\$ 25.00) per week for each week in which the employee in question actually works for the County regardless of the number of hours worked. The payment shall not be paid in any weeks in which the employee in question does not actually work for the County. This payment shall be in addition to the employee's regular rate of pay.

26.7. Entry Rate: The entry rate for employees newly hired without Correctional Officer Certification shall be at the Starting rate.

Newly hired employees who are certified shall receive at a minimum the appropriate "Starting Rate" stated above or an hourly rate established by the Superintendent above the minimum rate but does not exceed the hourly rate of Correctional Officers already employed and who possess similar qualifications.

26.8. Shift Differential: Differential rates are only paid for the differential hours actually worked by the employee. Any employee who actually works during any of the differential hours from 3:00 p.m. to 7:00 a.m. shall be paid a shift differential rate per hour as set forth in this Article 26.8 for any of those differential hours actually worked. This Section 26.8 shall govern shift differentials and supersedes any past practice. Employees who are required to attend mandated county trainings or proceedings will continue to earn their respective differential for their shift.

3:00 p.m.-11:00 p.m. - One dollar and seventy-five cents (\$1.75) per hour

11:00 p.m.-7:00 a.m. - Two dollars (\$2.00) per hour

26.9. Weekend Differential: Differential rates are only paid for the differential hours actually worked by the employee. A weekend differential of \$1.50 per hour shall be paid for all hours actually worked on weekends. Weekends are defined as 7:00 a.m. on Saturday through 7:00 a.m. on Monday.

26.10 The Employer shall pay a longevity benefit to employees in the anniversary of their original date of the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
5 years	\$150.00
10 years	\$300.00
15 years	\$450.00
20 years	\$750.00
25 Years	\$1000.00

26.11 Annual Stipend for Certified Instructors of a Mandatory Discipline: The County will pay an annual stipend of Two Hundred and Fifty Dollars (\$250.00) to only those Department of Corrections instructors who are directed by the Superintendent to instruct a mandatory discipline that requires perpetual instructor-level certification that must be

periodically recertified. Such mandatory instructor duties are at the direction of the Superintendent and are not voluntary assignments. The \$250.00 stipend is the annual maximum stipend per employee and it shall not be compounded if the employee instructs more than one mandatory discipline that requires perpetual instructor-level certification. The annual stipend(s) paid pursuant to this Article 26.11 shall not exceed the amount that has been budgeted for such annual stipends by the Superintendent and approved by the Board of Commissioners and funded by the Delegation.

26.12 Physical Fitness Stipend- With a physician's clearance an employee shall be able to volunteer and receive seven hundred dollars (\$700.00) upon successful completion of the "Cooper Standard" physical fitness testing requirements administered each year by the Rockingham County Department of Corrections. The physical fitness testing will be available to employees who have completed and obtained (1) one full year of employment. Employees who participate and pass any of the four (4) out of seven (7) "Cooper Standard" physical testing requirements will be deemed to have passed and will be eligible to receive the seven hundred dollars (\$700.00) stipend in the month of October.

#### **ARTICLE XXVII** **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 accessing the County for "spiking" (such as previously codified in former RSA 100-A:16, III-a).

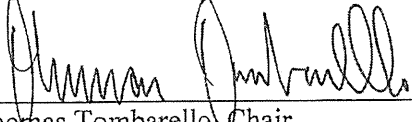
#### **ARTICLE XXVIII** **DURATION**

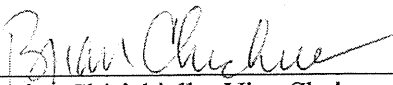
The provisions of this Agreement shall be effective when executed and shall continue and remain in full force and shall expire on midnight, June 30, 2024. Renegotiation of this Agreement will be effected by written notification by one party to the other no earlier than


October 2023. The parties shall mutually agree upon a time and place for negotiations and shall commence negotiations within four (4) weeks of receipt of said notice.

ROCKINGHAM COUNTY  
BOARD OF COMMISSIONERS

[Signature and Date]

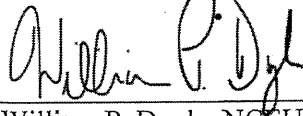
  
Thomas Tombarello, Chair

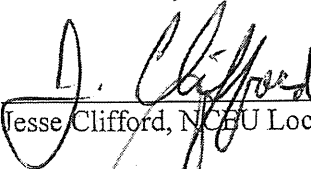
  
Brian Chirichiello, Vice Chair


  
Kathryn Coyle, Clerk

NATIONAL CORRECTIONAL  
EMPLOYEES UNION, LOCAL 118

[Signature and Date]

  
William P. Doyle, NCEU Regional Director

  
Jesse Clifford, NCEU Local 118 President

  
Julia Blease, NCEU Local 118 Member

  
Mark Sheehan, NCEU Local 118 Member

  
Michael Visco, NCEU Local 118 Member

**Appendix A**  
**Rockingham County Compensation and Classification plan**  
**Corrections Officers**  
**NCEU Local 118**

Position	July 1, 2021 to July 3, 2021		July 4, 2021 to July 2, 2022		July 3, 2022 to July 1, 2023		July 2, 2023 to June 30, 2024	
	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
			\$1.25 Increase effective July 4, 2021 (or upon completion of probationary period, if applicable)		2.25% Increase effective July 3, 2022		\$0.75 Increase effective July 2, 2023	
Corrections Officer	\$ 18.00	\$ 26.10	\$ 19.00	\$ 27.55	\$ 19.25	\$ 27.91	\$ 19.55	\$ 28.35

If a union employee is in a probationary period as of 7/4/21 and their rate of pay is below the \$19.00 Minimum Rate of Pay, said employee's wage rate shall be increased to \$19.00 Minimum Rate of Pay effective 7/4/21 and the difference between the \$1.25 increase and the 7/24/21 increase to achieve the Minimum Rate of Pay shall be received upon completion of the probationary period.