#### ROCKINGHAM COUNTY SHERIFF'S OFFICE

#### <u>AND</u>

### TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE (Deputy Sheriffs)

Agreement Expiring June 30, 2025

Rockingham County Sheriff's Office and the Rockingham Board of County Commissioners ("County") and Teamsters Local 633 of New Hampshire ("Union") hereby agree as set forth below. 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. RECOGNITION

- 1.1 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 and regular part-time Deputy Sheriffs, excluding Sheriff, Major, Captain, Lieutenants, and Sergeants as outlined in PELRB Case Number C-0036 and excluding all other County employees and employees working within the Sheriff's Office.
- 1.2 New employees in the job classifications set forth in Section 1.1 shall serve a probationary period of one (1) year from the date of hire. The probationary period may be extended up to four (4) months at the sole discretion of the Sheriff.
- 1.3 Probationary employees' service with the County may be suspended or terminated for any reason and at any time at the sole discretion of the Sheriff and neither the employee so suspended or terminated nor the Union shall have any recourse concerning any such suspension or termination.
- 1.4 During the probationary period, an employee shall not be covered by this Agreement. After an employee has served his or her probationary period of employment, he or she shall become a regular employee as defined in Article I of this Agreement, and his or her period of employment shall be computed from the original date of hire by the Department.

#### 2. MANAGEMENT RIGHTS

- 2.1 The Union recognizes the following responsibilities, rights, authority, and duties of the Sheriff and/or the County Commissioners, except as they are modified by provisions of this Agreement. The Sheriff and the County Commissioners hereby retain and reserve unto themselves, 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 with the Sheriff's

Office 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, 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.

#### 3. DUES CHECK-OFF

- 3.1 Upon written authorization by a union member covered by this contract and approved by the Union Secretary Treasurer, the County, through its designated agents, agree to deduct from the pay of each Union member so authorized the current Union dues and initiation fees and or assessments as certified to the County by the Secretary of the Union. Said deductions shall be made each pay period 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 then, and in that event, no collection will be made from said employee for that pay period.
- 3.2 The County or its agent shall send the amount so deducted at least one time per month, prior to the 20<sup>th</sup> of the month to the Secretary/Treasurer of the Union.
- 3.3 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.

#### 4. DISCIPLINE AND WORK RULES

Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations not inconsistent with this Agreement as implemented and interpreted by the Sheriff and/or County Commissioners and as modified from time to time by the Sheriff and/or County Commissioners.

#### 5. GRIEVANCE PROCEDURE

#### 5.1. 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.

#### 5.2. TIME LIMITS

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

#### 5.3. GENERAL PROVISIONS

- a Teamsters Local 633 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) calendar 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.
- <u>Level 1:</u> 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.

<u>Level 2</u>: If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the Union may, within five (5) calendar 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) calendar 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) calendar 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.

<u>Level 4:</u> 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) calendar days, present the grievance in writing to the County Commissioners. The Commissioners shall respond to the grievance within twenty (20) calendar 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) calendar 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.

#### 6. 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 Sheriff and/or County Commissioners and as modified from time to time by the Sheriff and/or County Commissioners.

#### 7. WAGES

- 7.1 The County will pay bargaining unit members such detail rates as it pays other employees of the Sheriff's Office. (The Union acknowledges that the County negotiates special detail rates for certain events, such as the Deerfield Fair and Motorcycle Week, for example, and reserves the right to set the detail rate to be paid to Sheriff's Office employees provided all detail assignments are voluntary.)
- 7.2 The Compensation and Classification Plan, which sets the wage rate ranges for employees, is appended hereto as <u>Appendix A</u> and fully incorporated into this Agreement. The Parties agree that employees shall be paid at least the minimum wage

rate set forth in <u>Appendix A</u> for the applicable year, and that no employee shall be paid more than the maximum wage rate set forth in <u>Appendix A</u> for the applicable year.

- 7.3 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.
- 7.4 The County shall pay the wage adjustments set forth in this Section 7.4 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 have fully executed this Agreement.

Effective in the second pay date in July 2022 following the Parties' execution of this Agreement, bargaining unit members shall receive a cost of living adjustment ("COLA") increase in the employee's base wage rate, as set forth in Appendix B, provided his/her performance in the most current required evaluation period has been determined by the Sheriff or his/her designee to have been satisfactory. Employees that are in a probationary status as of July 3, 2023 and who are not individually listed in Appendix B shall be eligible for an increase that is reflective of their new hire rate and per the discretion of the High Sheriff. For these probationary individuals, there will not be an additional, separate rate increase upon completion of the one-year probationary period.

Effective the first full pay period of July 2023 that includes all July 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 three percent (3%) cost of living adjustment ("COLA") increase in 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 have been satisfactory and the 3% increase to the base rate does not exceed the maximum rate. To the extent that the employee receives less than a 3% 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 3% increase. By way of example, if an employee currently makes \$34.50 per hour, and the maximum rate is \$35.28, then a 3% increase to the base rate of \$34.50 per hour would surpass the maximum rate by \$0.26 per hour, at \$34.54 per hour, or \$540.80 annualized on a 40 hour work week. In this example, the employee's rate would increase from \$34.50 to \$35.28 and the employee would receive a \$540.80 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 3% 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 3% COLA in the first pay period that includes only July 2023 dates, then the employee would be eligible to receive the 3% 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 the first full pay period of July 2024 that includes all July 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 three percent (3%) cost of living adjustment ("COLA") increase in 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 have been satisfactory and the 3% increase to the base rate does not exceed the maximum rate. To the extent that the employee receives less than a 3% 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 3% increase. By way of example, if an employee currently makes \$35.50 per hour, and the maximum rate is \$36.33, then a 3% increase to the base rate of \$35.50 per hour would surpass the maximum rate by \$0.24 per hour, at \$36.57 per hour, or \$499.20 annualized on a 40 hour work week. In this example, the employee's rate would increase from \$35.50 to \$36.33 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 the first pay period that includes only July 2024 dates, then the employee will receive a bonus of the equivalent of a 3% 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 3% COLA in the first pay period that includes only July 2024 dates, then the employee would be eligible to receive the 3% 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 for July 2023 and July 2024, 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.

#### 8. PAYMENTS FOR INSTRUCTORS

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

Chief Firearms Instructor

Firearms Instructor	\$1,300.00
Evidence Technician	\$1,300.00
EMS/Medical Coordinator	\$1,300.00
Law Enforcement Prosecutor	\$1,300.00
Taser / Defensive Tactics Instructor	\$1,300.00
Field Training Officer (FTO)	\$1,300.00

The Sheriff may at his or her discretion remove deputies from the Instructor designation and may determine that any or all assignments may be unfilled. Once the designation is removed the biweekly stipend will cease and will be prorated as of that date. Effective the second full pay period in July 2022 and following the Parties' execution of this Agreement, a bargaining unit member will be certified as a Field Training Officer, but management maintains the right to appoint non-bargaining unit members to instructor positions.

#### 9. HOLIDAYS

9.1 The following days will be recognized as holidays:

New Year's Day	Columbus Day	Labor Day
President's Day	Veterans Day	Christmas Day
Memorial Day	Thanksgiving Day	Biennial Election Day
Independence Day	Day after Thanksgiving	•
Martin Luther King Day		

- 9.2 Employees shall receive time off for the holidays with pay at eight (8) hours of straight time at the employee's base rate. Part-time employees will be pro-rated.
- 9.3 An employee shall be entitled to holiday pay if he or she works the regular scheduled day preceding and the regular scheduled day following a particular holiday, unless that employee's failure to work on either day results from an excused absence.

#### 10. SICK POOL LEAVE

- 10.1 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.
- 10.2 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.

10.3 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 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.

#### 11. BEREAVEMENT LEAVE

Bereavement leave for members of the bargaining unit will be governed by County policy, as may be modified from time to time at the sole discretion of the County.

#### 12. OVERTIME AND SCHEDULING

- 12.1 Employees covered by this Agreement who are required to report to Court for jury duty on a normally scheduled workday may sign over the jury duty check to receive their base rate of hourly pay for such time spent. An affected employee must notify his/her supervisor as soon as possible, and report to work on any day that he/she is not needed to serve the court and/or when dismissed early from jury duty.
- 12.2 An employee covered by this Agreement called back for work shall be guaranteed a minimum of four (4) hours payment at time and one-half the employee's regular rate of pay, except in cases where the call-in runs into a regularly scheduled shift. For example, when an employee who is assigned to an 8:00 a.m. to 4:00 p.m. shift and is called in at 5:00 a.m., that employee would be paid three (3) hours (from 5:00 a.m. to 8:00 a.m.) for the call-in.
- 12.3 Compensation shall not be pyramided, compounded, or overlapped and an employee shall not be paid twice for the same time worked.
- 12.4 At the sole discretion of the Sheriff or designee, employees may be allowed to swap shifts within the same workweek.
- 12.5 Employees on call for their off-shifts shall receive a daily on-call stipend of sixty dollars (\$60.00) for a week-night shift (9 hours) and one hundred and eighty dollars (\$180.00) for a holiday shift (24 hours) or a weekend shift (38 hours) if not called out during the shift. The stipend will not be forfeited if the employee is called out during the shift.

12.6 Canine handlers will be paid three and one half (3.5) hours of overtime per week for the care, feeding and training of the canine (dog) that is assigned to them.

#### 13. SENIORITY

- 13.1 Job seniority, which shall be determined by an employee's continuous service from date of hire in the Sheriff's Office.
  - 13.2 An employee's seniority may be lost for the following reasons:
  - a. Discharge.
  - 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.

#### 14. SEVERABILITY

If any provision of this agreement or any application of the Agreement or any application of the Agreement to any employee or group of employees is found to be contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law; provided, however, that all other provisions of this Agreement and application thereof will continue in full force and effect.

#### 15. UNIFORMS

15.1 Employees will be paid an annual five hundred dollars (\$500.00) stipend for the cleaning and maintenance of their uniforms or their civilian clothing in the case of employees not required to wear uniforms. The payment shall be made in the month of December.

#### 16. EDUCATIONAL INCENTIVES

- 16.1 Full-time employees, upon receipt of transcript and bursar receipt be reimbursed in a lump sum for the cost of tuition for courses determined in writing in advance by the Sheriff or his/her designee to be relevant to the employee's law enforcement responsibilities.
- 16.2 Reimbursement will be available only if the employee obtained a grade of "C" or better in a course from an accredited institution of higher education.
- 16.3 Reimbursement under this section shall be limited to one thousand dollars (\$1,000.00) per employee per contract year. The total reimbursement to all employees shall not exceed an aggregate total of four thousand dollars (\$4,000.00) per contract year.

#### 17. EDUCATION STIPEND

- 17.1 Full-time employees with a Bachelor's degree from an accredited institution of higher education or 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 employees, added to base salaries.
- 17.2 To be eligible for payment employees must provide proof of Bachelor 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.
- 17.3 Payment will occur in the first payroll in February that includes all February dates.

#### 18. HEALTH INSURANCE

- 18.1 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 health insurance policies, employees in the Bargaining Unit shall be entitled to participate in the health insurance coverage options that are the same or comparable to the schedule of benefits currently summarized in the "Allegiant Care (formerly known as "Northern New England Benefit Trust") Open Access Plus Flat 1P Copay NGFA7 (NGF) Plan Summary" as of July 1, 2022 offered through Allegiant Care ("the Allegiant Care Plan"). The County shall only contribute to the health and dental benefits portions of the Allegiant Care Plan as set forth in Articles 18 and 19 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 Allegiant Care Plan.
- 18.2 Effective July 1, 2022 through June 30, 2023, the County shall pay 80% of the total 2023 health insurance premium ("the 2023 Total Health Insurance Premium") for the health insurance coverage elected by the employee under the Allegiant Care Plan and the employee shall pay the remaining 20% of the 2023 Total Health Insurance Premium provided that the 2023 Total Health Insurance Premium does not increase more than Seven Percent (7%) over the 2022 Total Health Insurance Premium. In the event that the 2023 Total Health Insurance Premium increases more than Seven Percent (7%) over the 2022 Total Health Insurance Premium, the County's contribution shall be capped at and shall not exceed an amount equal to 80% of the Total 2022 Health Insurance Premium plus any increase up to but no more than a 7% increase from the 2022 County's Health Insurance Premium Share, and the employee shall pay the remaining balance of the 2023 Total Health Insurance Premium.
- 18.3 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 Allegiant Care Plan and the employee shall pay the remaining 20% of the 2024 Total Health Insurance Premium provided that the 2024 Total Health Insurance Premium does not increase more than Seven Percent (7%) over the 2023 Total Health Insurance Premium. In the event

that the 2024 Total Health Insurance Premium increases more than Seven Percent (7%) over the 2023 Total Health Insurance Premium, the County's contribution shall be capped at and shall not exceed an amount equal to 80% of the Total 2023 Health Insurance Premium plus any increase up to but no more than a 7% increase from the 2023 County's Health Insurance Premium Share, and the employee shall pay the remaining balance of the 2024 Total Health Insurance Premium.

- 18.4 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 Allegiant Care Plan and the employee shall pay the remaining 20% of the 2025 Total Health Insurance Premium provided that the 2025 Total Premium does not increase more than Seven Percent (7%) over the 2024 Total Health Insurance Premium. In the event that the 2025 Total Health Insurance Premium increases more than Seven Percent (7%) over the 2024 Total Health Insurance Premium, the County's contribution shall be capped at and shall not exceed an amount equal to 80% of the Total 2024 Health Insurance Premium plus any increase up to but no more than a 7% increase from the County's 2024 Health Insurance Premium Share, and the employee shall pay the remaining balance of the 2025 Total Health Insurance Premium.
- 18.5 Any employee who is eligible for health insurance herein, but who is covered under another insurance plan that is not a County plan or the Allegiant Care 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 18.5 shall be limited to one buyout per family.
- 18.6 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 applicable 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.

#### 19. DENTAL INSURANCE

- 19.1 As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 19 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 Allegiant Care provided that the employee elects Allegiant Care health and dental coverage. Enrollment procedures and premium deduction procedures shall be handled by the County.
- 19.2 Effective upon the Parties' execution of this Agreement and through June 30, 2025, the County shall pay 75% of the total annual premium for dental insurance coverage under the Allegiant Care Plan as elected by the employee, and the employee shall pay the remaining 25% of the Total Dental Insurance Rate.
- 19.3 Bargaining Unit employees who opt for the Buy-Out provision on health insurance will be entitled to participate in the dental insurance coverage options if the Teamsters offer a dental only plan or the one the County then makes available to its non-unionized personnel ("the County Plan"). The County shall pay 75% of the total 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 premium for dental insurance.

#### 20. 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 20 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.

#### 21. 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).

#### 22. BULLETIN BOARDS

The County agrees to provide a suitable location for Union notices to be placed. The Union agrees to post its notices only in that location and to avoid addressing controversial matters in such notices.

#### 23. 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.

#### 24. DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 2022 and expire on June 30, 2025. Nothing in this agreement will be retroactive unless it is specifically described as such and the cost of such items is specifically approved by the Sheriff, County Commissioners and the County Delegation.

this MITNESS WHEREOF, the parties have the day of MULL, 2022.	ave hereunto set their hands and seals
Witness:	High Sheaiff
Witness:	County Commissioners
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XXIII Walter	Burn Clark and
and Market	I Cyk
Witness: Docusigned by:	TEAMSTERS LOCAL 633
Putch ( ) Alch	Jeffrey Padellaro
61AB0FD1A36F4EC	Jeffrey Padellaro, Secretary-Treasurer Teamsters Local Union 633 of New Hampshire
New Witness:	
Betsy Halsh	William R. Cahill, Jr., Esq. Teamsters Business Agent

# Appendix A Rockingham County Compensation and Classification Plan Deputy Sheriffs Teamsters Local #633 of New Hampshire

Deputy Sheriffs		July 1, 2022 to		July 3, 2022 to		July 2, 2023 to		July 7, 2024 to	
		July 2, 2022		July 1, 2023		July 6, 2024		June 30, 2025	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
		Rate of Pay	Rate of Pay	Rate of Pay	Rate of Pay	Rate of Pay	Rate of Pay	Rate of Pay	Rate of Pay
				Appendix B rate increases		3% Increas	e effective	3% Increas	e effective
	Position			effective July 3, 2022		July 2, 2023		July 7, 2024	
1	Deputy	\$23.00	\$32.25	\$26.00	\$34.25	\$26.78	\$35.28	\$27.58	\$36.33

## Appendix B Rockingham County Deputy Sheriffs Initial Wage Adjustments Effective 07/03/2022

The County shall pay the wage adjustments set forth in Section 7.4 provided that all of the following preconditions 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 High Sheriff or his/her designee to have been satisfactory.

Last Name	First Name	Hourly Pay Rate Before Adjustments	Adjusted Rate Effective 07/03/2022
Champion	James	\$28.09	\$33.11
Wiltshire	Richard	\$28.10	\$33.11
Chavez	Michael	\$29.89	\$33.11
Bois	Paul	\$30.21	\$33.11
Greeley	Michael	\$30.74	\$33.11
Acres	Robert	\$27.58	\$32.10
Costa	Joseph	\$30.74	\$32.10
Charest	Craig	\$29.07	\$31.12
Moore	Geoffrey	\$29.13	\$31.12
Callahan	Matthew	\$28.00	\$30.17
Niciu	Matthew	\$28.00	\$30.17
Abele Jr.	George	\$28.97	\$30.17
Turgeon	Alexander	\$27.00	\$29.26
Zabkar	Matthew	\$27.00	\$29.26
Nash	David	\$24.99	\$27.39
Fowler	McKayla	\$27.00	\$27.39

Newly hired employees between 04/19/22 and the inception of the new collective bargaining agreement will receive customized increases effective 07/03/2022 that will be reflective of their new hire rate and per the discretion of the High Sheriff, and not have to wait until completion of the one-year probationary period. However, the next rate increase afterwards for these employees will be the 3% increase effective 07/02/2023; there will be no separate increase at the completion of the one-year probationary period.

Active bargaining unit members, including probationary employees, as of 07/03/2022 shall also receive a one-time stipend of five hundred dollars (\$500.00) in the 07/22/2022 pay date.