

**ROCKINGHAM COUNTY SHERIFF'S DEPARTMENT**

**AND**

**TEAMSTERS LOCAL 633 OF NEW HAMPHIRE**

**Agreement Expiring June 30, 2013**

Rockingham County Sheriff's Office and the Rockingham Board of County Commissioners ("County") and Teamsters Local 633 of New Hampshire ("Union") hereby agree as follows:

### **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.

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 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 Department and its properties and facilities;
- b. To hire, schedule work hours and days, promote, transfer, assign and retain employees in positions with the Sheriff's Department 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. .

### **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 his 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**

4.1 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.

Level 1: An employee with a grievance shall present it in writing to the immediate supervisor at the level at which the decision was made giving rise to the grievance. The response to said grievance shall be in writing and shall provide the rationale for the decision within five (5) days.

Level 2: If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the Union may, within five (5) calendar days, present the grievance in writing to the Chief Deputy 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 Chief Deputy 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.

Level 4: If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, and the grievance does not involve employee scheduling, assignment, transfer, discipline, warning, demotion, suspension, or termination of employment, the Union may within five (5) 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**

The County will pay bargaining unit members such detail rates as it pays other employees of the Sheriff's Department (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 Department employees provided all detail assignments are voluntary.)

Effective the first full pay period of July, 2010 that includes all July dates, the minimum pay rate for the position of Deputy Sheriff shall be twenty-one dollars (\$21.00) per hour, and the maximum pay rate will be twenty-nine dollars (\$29.00), and increase fifty cents (\$0.50) on the first pay periods in July, 2011 and 2012, that include all July dates. This rate shall not be applicable to part-time employees.

Month and Year	Minimum.	Maximum
July, 2010	\$21.00	\$29.00
July, 2011	\$21.50	\$29.50
July, 2012	\$22.00	\$30.00

Effective the first full pay period of July, 2010, that includes all July dates, each employee in the bargaining unit will be eligible for a three percent (3.0%) COLA increase in base wage rate provided his/her performance in the previous year has been determined by management to have been satisfactory. No steps are included in this contract.

Effective the first full pay period of July, 2011, that includes all July dates, each employee in the bargaining unit will be eligible for a three percent (3.00%) COLA increase in base wage rate provided his/her performance in the previous year has been

determined by management to have been satisfactory. No steps are included in this contract.

Effective the first full pay period of July, 2012, that includes all July dates, each employee in the bargaining unit will be eligible for a three percent (3.00%) COLA increase in base wage rate provided his/her performance in the previous year has been determined by management to have been satisfactory. No steps are included in this contract.

Effective the first full pay period of March, that includes all March dates Deputy Michael Chavez's pay shall increase to \$22.33 per hour.

## **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), a Defensive Tactics Instructor, and a Taser Instructor. These designated instructors will receive the following annual stipend to be paid on a biweekly basis in the regular biweekly payroll.

Chief Firearms Instructor	\$2000.00
Firearms Instructor	\$1,000.00
Defensive Tactics Instructor	\$1,000.00
Taser Instructor	\$ 500.00

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 first full pay period of July, 2010, that includes all July dates, a bargaining unit member will be certified as a taser instructor, but management maintains the right to appoint non-bargaining unit members to instructor positions.

## **9. HOLIDAYS**

9.1 The following days will be recognized as holidays:

New Years 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. LEAVES**

10.1 The County shall maintain current levels of Earned Time and Sick Leave Pool benefits until July 1, 2008. At that time, employees in the bargaining unit will be subject to County policies on paid leave as may be modified from time to time at the sole discretion of the County.

## **11. BEREAVEMENT LEAVE**

11.1 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.

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 twenty-five dollars (\$25.00) for a week-night shift (9 hours) and fifty dollars (\$50.00) for a holiday shift (24 hours) or a weekend shift (38 hours) if not called out during the shift. Effective on the first pay period in July, 2012, including all July dates, the on-call stipend for week-night shift (9 hours) will be fifty dollars (\$50.00) and for holiday (24 hours) or weekend (38 hours) shifts one hundred dollars (\$100.00). The stipend will not be forfeited if the employee is called out during the shift.

### **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**

14.1 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 two hundred dollars (\$200.00) 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. HEALTH INSURANCE**

17.1 Employees in the bargaining unit shall be eligible to enroll in the Northern New England Benefits Trust Anthem HMO Blue plan. Enrollment procedures and premium deduction procedures shall be handled by the County.

17.2 From July 1, 2010 through June 30, 2011, the County's contribution to employee health and dental insurance (Northern New England Benefits Trust Anthem HMO Network Blue) shall be as described in the following chart:

<b>BENEFIT LEVEL</b>	<b>EMPLOYEE</b>	<b>EMPLOYEE + 1</b>	<b>FAMILY</b>
2010-11 Total Rate	719.00	1,434.00	1,860.00
2010-11 Total Health	688.34	1,375.00	1,766.44
2010-11 County Health	550.67	1,100.00	1,413.15
2010-11 County Dental	30.66	59.00	93.56
2010-11 County Total	581.33	1,159.00	1,506.71
2010-11 Employee Health	137.67	275.00	353.29

17.3 Effective July 1, 2011, the County's share shall be 80% of the sum of the 2010-11 Total Rate minus the applicable 2010-11 County Dental Payment plus a sum equal to 100% of the 2010-11 County Dental Payment, provided that the Total Rate for 2011-12 does not increase more than eight percent (8.0%) over the 2010-11 Total Rate. In the event the Total Rate for 2011-12 increases more than eight percent (8.0%) over the 2010-11 Total Rate, the employee shall pay the balance.

17.4 Effective July 1, 2012, the County's share shall be 80% of the sum of the 2011-12 Total Rate minus the applicable 2010-11 County Dental Payment plus a sum equal to 100% of the 2010-11 County Dental Payment, provided that the Total Rate for 2012-13 does not increase more than eight percent (8.0%) over the 2011-12 Total Rate. In the event the Total Rate for 2012-13 increases more than eight percent (8.0%) over the 2011-12 Total Rate, the employee shall pay the balance.

17.5 Any current, retired, newly hired or COBRA eligible Rockingham County Deputies and dependents may elect to enroll in NNEBT health and dental plan effective July 1, 2010. The County will offer no additional health and dental option other than this. All currently retired Deputies enrolled in County health and dental insurance will be transferred to the NNEBT health and dental plan effective July 1, 2010 unless they opt out of County coverage

**18. BULLETIN BOARDS**

18.1 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.

**19. DURATION OF AGREEMENT**

19.1 This Agreement shall be effective on the date of execution and expire on June 30, 2013. 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. .

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 24<sup>th</sup> day of May, 2010.

Witness:

Martha Roy

HIGH SHERIFF

Captain Brackett  
Captain Brackett, Officer in Charge

Witness:

Maureen Barrows

COUNTY COMMISSIONERS

Maureen Barrows, Chair

Katharin K. Pratt  
Katharin K. Pratt, Vice Chair

C. Donald Stritch

C. Donald Stritch  
C. Donald Stritch, Clerk

Witness:

\_\_\_\_\_

TEAMSTERS LOCAL 633

David W. Laughton  
David W. Laughton, Secretary-Treasurer  
Teamsters Local Union 633 of NH

Witness:

\_\_\_\_\_

Richard Laughton  
Richard Laughton, Business Agent  
Teamsters Local Union 633 of NH