AGREEMENT
BETWEEN THE
COÖS COUNTY COMMISSIONERS

AND

COÖS COUNTY CORRECTIONS
CHAPTER 53
STATE EMPLOYEES' ASSOCIATION SEIU LOCAL 1984

January 1, 2016 - December 31, 2018

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PREAMBLE

The Coös County Commissioners (hereinafter referred to as the "County" and the State Employees Association of New Hampshire, SEIU Local 1984, AFL-CIO, CLC, (Coös County Corrections, SEA Chapter 53) (hereinafter referred to as the "Union") and collectively referred to as the "Parties" hereby agree as follows:

It is the intent and purpose of the Parties to this Agreement to promote a harmonious relationship between the County and the Union. The parties do hereby establish an understanding relative to the terms and conditions of employment for employees of the bargaining unit of the Coös County Department of Corrections and to provide a means for amicable discussions and adjustment of matters of mutual interest.

In consideration of the mutual covenants herein set forth, the Parties, hereto, intending to be bound hereby and specifically agree as follows:

ARTICLE I: RECOGNITION

1.1 Coös County recognizes the State Employees Association of New Hampshire, SEIU Local 1984 as the exclusive bargaining representative within the context of RSA 273-A, as amended, for all regular full-time and regular part-time members of the bargaining unit who have fulfilled the probationary period as defined in Section 7.2. The bargaining unit positions included are correctional officers, corporal in charge of outside maintenance, community programs officer and recycling center operator.

1.2 The County shall not enter into any agreement regarding conditions of employment with any other organization or individual purporting to represent, within the context of RSA 273-A, as amended, any group of employees in the bargaining unit, and shall not furnish any facilities or engage in any type of conduct which would imply recognition of any other organization or individual other than the Union as a representative of the employees within the meaning of RSA 273-A, as amended, in the unit.

1.3 As used in this agreement, Union means the State organization of the State Employees Association of New Hampshire, Inc. and the County shall not bargain or enter into agreements with any committee chapter or district organization of the Union in matters covered by this agreement unless such persons or bodies are specifically designated by the Union as authorized representatives for such purposes.

ARTICLE II: NON-DISCRIMINATION

2.1 The County will not discriminate against any employee covered by this agreement because of membership in or legitimate activity on behalf of the members of this

bargaining unit nor will the County encourage or discourage membership in the Union or any other employee organization.

2.2 The Union acknowledges its responsibilities as the exclusive bargaining agent within the meaning of RSA 272-A, as amended, and shall represent all employees in the bargaining unit without discrimination, interference or coercion.

2.3 The provisions of this agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, sexual orientation, color, creed, national origin or political affiliation.

ARTICLE III: EMPLOYEE RIGHTS

3.1 The County recognizes that employees within this bargaining unit are entitled to the exercise of their rights granted pursuant to RSA 273-A, as amended, and regulations adopted pursuant thereto.

3.2 The Union shall provide copies of this agreement to all employees within the bargaining unit employed as of the effective date of this agreement. The County shall provide copies of this agreement to all employees hired after the effective date of this agreement.

ARTICLE IV: MANAGEMENT RIGHTS

4.1 Except as specifically limited or abridged by the terms of this agreement, the management of Coös County Corrections and Coös County Recycling Center in all its phases and details shall remain vested exclusively in the County and its designated agents. The County and its agents shall have jurisdiction over managerial policy within the exclusive prerogative of the public employer construed to include but shall not be limited to the functions, programs and methods of the public employer, including the use of technology, the public employer's organizational structure, and the selection, direction and number of its personnel, so as to continue public control of governmental functions. It is further specifically agreed that this Article and the exercise of any management rights shall not be subject to the Grievance Procedure, Article XIII as hereinafter set forth.

ARTICLE V: UNION RIGHTS

5.1 The County shall authorize a reasonable amount of time during work hours without loss of time or pay to permit a Union steward to carry out his/her responsibility to represent employees in the investigation or processing of grievances insofar as this activity does not interfere with performance of normal duties. The Union steward shall obtain prior permission of the immediate supervisor involved before interrupting

the work of an employee. The Union agrees that it shall guard against excessive use of time.

5.2 The County agrees to authorize no more than a total of three (3) days per calendar year to be allocated among members of the Union to attend Union training and/or meetings without loss of pay.

5.3 The County agrees that there shall be no discrimination against Union officers or stewards because of their duties as Union officials or members.

5.4 Chapter 53, Coös County, or committees of the Chapter shall be allowed the use of the library or day room at the Coös County Department of Corrections for meetings when this room is not in use. Such meetings shall not conflict with the business of the County. The County shall not unreasonably withhold approval of the use of the library.

5.5 The Union shall be provided with a large bulletin board in a mutually agreed to location for posting information relating to Union activities.

5.6 Staff representatives may visit the work site of the unit members with prior permission from the County Administrator. Normally, the staff representative will make the request to the County Administrator at least seventy-two (72) hours in advance of the planned visit with notice of expected duration.

5.7 The County shall within thirty (30) days of the effective date of this agreement make available to the Union an alphabetical listing of the names and addresses of the employees in the bargaining unit. The Union will be provided with the listing upon request to the County Administrator.

ARTICLE VI: DUES

6.1 The County agrees to deduct dues for Chapter 53 of the State Employees Association from the wages of bargaining unit employees if said employees individually and voluntarily authorize such deductions in writing to the County. Deductions shall be made on a weekly basis and sent weekly to the Union. The Union will keep the County informed of the correct name and address to which the dues shall be forwarded.

6.2 The Union will certify to the County in writing the current rate of its dues.

6.3 If an employee who has voluntarily authorized the deduction of dues has no check coming or if that employee's check is not large enough to satisfy the dues, then no deduction will be made. If an employee who has voluntarily authorized the deduction of dues is no longer actively employed, any dues deductions that may be required will

cease as of the last day of work. In no case shall the County collect or attempt to collect fines and/or assessments for the Union beyond the regular membership dues.

6.4 Any employee who wishes to have the County discontinue the deduction of dues may do so annually provided such employee notifies the County of that employee's desire to discontinue deductions within the fifteen (15) day period immediately preceding the employee's service date. Bargaining unit employees wishing to discontinue dues deduction must notify the County Administrator prior to or during said fifteen (15) day period in writing.

6.5 Should there be a dispute between an employee, the Union and/or the County over the matter of deductions, the Union agrees to defend, indemnify and hold Coös County, Coös County Department of Corrections, Coös County Recycling Center and the Coös County Commissioners and all of its agents, servants and employees harmless in any such dispute.

6.6 Nothing in this Article shall be interpreted as requiring membership in the Union or the deduction of dues by any bargaining unit employee.

6.7 The Union shall be allowed the use of three (3) payroll deductions for any group programs in addition to a dues deduction.

ARTICLE VII: HOURS OF WORK AND OVERTIME

7.1 Work shifts and schedules for all employees covered by this agreement shall be established by the County.

7.2 A regular employee may work either "full-time" or "part-time". The normal workweek for full-time employees is usually forty (40) hours exclusive of overtime. Full-time employees are expected to work a schedule that includes holidays and weekends on a fair share basis. Part-time employees have a normal workweek of less than forty (40) hours per week but do work on a regularly scheduled basis. Part-time employees are also expected to work their fair share of holidays and weekends. A temporary employee is one who does not have a regular or consistent work schedule; or an employee who is hired to work a position which is being held for an employee on an extended leave of absence or a workers' compensation leave in accordance with State law (currently 18 months). Students and seasonal employees are considered temporary. A probationary employee is one who is newly hired. Probationary employees must serve a probationary period of four hundred eighty (480) hours or six (6) months of actual work, whichever comes first, from the date of hire. Coös County, in its sole discretion, may extend an employee's probationary period not to exceed two hundred forty (240) hours of actual work based on the employee's performance evaluation. A probationary employee is not eligible to use employee benefit programs until the probationary period has been fulfilled; however, personal leave and sick time

will begin to accrue from the date of hire. This accrued time will not be used or paid until after the probationary period is fulfilled. If employment terminates prior to the end of the probationary period, there will be no accrued time due to the employee.

7.3 Terminated employees who are later rehired will not retain seniority benefits and will be considered newly hired.

7.4 Service date as used in this agreement is that date a regular employee starts work for the County unless adjusted forward by an unpaid leave of absence that exceeds thirty (30) calendar days. Adjustments are on the basis of calendar days. A terminated employee who later returns to work for the County as a regular employee will have the most recent date of employment as a service date. Time worked as a temporary employee will not be credited if an employee's status changes and that employee becomes a regular employee.

7.5 Seniority for employees will be determined by the employee's total time of continuous employment as a regular employee and will begin with an employee's service date.

7.6 Time worked in excess of forty (40) hours for any pay period shall be compensated at a rate of one and one-half (1½) times the employee's base rate of pay. All overtime must be approved by the employee's supervisor prior to working the overtime and is based on hours worked. Up to sixteen (16) personal time hours per week may be included in calculations of hours worked in order to meet overtime provisions.

7.7 Compensatory time which is the granting of compensatory time off in lieu of paying overtime for overtime hours worked will not be allowed.

7.8 Pay periods will commence with the first shift Sunday and end with the third shift on Saturday.

7.9 Any employee covered by this agreement who has left his/her normal place of work and is called back to work by a supervisor will be guaranteed a minimum of three (3) hours of pay.

7.10 Employees working during the daylight savings time change will be paid for actual hours worked.

7.11 The County and the Union recognize that employees must remain on duty during their shifts and be available in the event of an emergency during said shift.

- Employees who work seven (7) or more hours a shift shall have one fifteen (15) minute break and a thirty (30) minute meal break during their shift.

- Employees who work seven (7) or more hours a shift shall be entitled to receive one meal at the County's expense for each shift worked.

- Employees who work more than five (5) consecutive hours on a shift but less than seven (7) hours will select either one thirty (30) minute meal break OR a ten (10) minute break and a twenty (20) minute meal break during their shift.

- Supervisors will schedule all breaks based on the needs of the facility. Employees agree to adhere to the time limits. Abuse will be subject to the disciplinary procedure.

ARTICLE VIII: EMPLOYEE BENEFITS

8.1 **PERSONAL LEAVE TIME**: Employees covered by this agreement are entitled to personal leave time off with pay beginning after the probationary period. Accruals will begin with the first paid hour and will accumulate on all straight time hours paid (except for worker's compensation leave).

Accruals will be determined as follows for employees hired after January 1, 2013:

Years of Service	Personal Time per Straight Time Hour Paid	Personal Time Accruals per Year		Maximum Carry-over Amount (in Days)
		Hours	Days	
0 - 5	.0808	168	21	21
6 - 10	.1000	208	26	26
11 - 15	.1193	248	31	31
16 and up	.1384	288	36	36

Employees who request Personal Leave shall not be unreasonably denied time off in order to avoid exceeding the maximum carry-over amount.

Years of Service	Personal Time per Straight Time Hour Paid	Personal Time Accruals per Year	
		Hours	Days
0 - 5	.0808	168	21
6 - 10	.1000	208	26
11 - 15	.1193	248	31
16 and up	.1384	288	36

8.1.1 Personal time must be scheduled with the prior approval of the Superintendent of Corrections or shift sergeant.

8.1.2 Leave may be taken in either 8-hour or 4-hour increments. A 4-hour leave will be at the beginning or end of a regular 8-hour shift. Granting of partial days will only be allowed when there is sufficient staffing as determined by the

Superintendent or shift sergeant such that overtime will not be incurred by the County. In the event that an employee requests a 4-hour personal leave and the corporal in charge of the shift is unable to contact either the Superintendent or the regular shift sergeant and there is sufficient staffing, a corporal may consider for approval a 4-hour personal leave request.

8.1.3 Employees with unused personal time will be paid at the time of termination from employment, unless discharged. In order to receive termination pay, timely notice of at least fourteen (14) calendar days is required prior to termination. Upon the untimely death of an active employee, the Employer will pay to his/her estate the value of any unused personal time.

When an employee's separation benefits at retirement (accrued personal time and sick time) trigger the 125% employer assessment at the NH Retirement System, the amount due for accrued time above the 125% threshold shall be paid out in a lump sum payment after 121 days of the employee's retirement date but no later than 127 days after the employee's retirement date.

8.1.4 Personal time shall not interrupt or interfere with normal operations of the Department of Corrections or the County Recycling Center. The Superintendent of Corrections or County Administrator or his/her designee shall have the exclusive right to make the final determination on how personal time will be made available to employees.

8.1.5 Personal time will be granted on a first come, first served basis. Senior employees may have first choice of a block of time. Normally, initial selections must be made prior to April 1st for the ensuing year.

8.1.6 Every employee on a personal, parental or family medical leaves of absence will be required to utilize all accrued personal days while on leave.

8.1.7 Up to sixteen (16) personal time hours per week may be included in calculations of hours worked in order to meet overtime provisions.

8.2 **PAID SICK LEAVE**: Employees covered by this agreement will become eligible for paid sick leave after completion of the probationary period.

8.2.1 Accruals are at a rate of .046 per hour based upon straight time hours paid.

8.2.2 Sick leave may be used for absence from a scheduled workday if caused by employee disability due to personal illness, non-work related injury, pregnancy or childbirth. Certification, by a physician, of disability or fitness to return to work may be required. In the case of absences of three (3) days or less, the employer will not request certification by a physician unless the employer

believes that the absence was not for the reasons stipulated in this section. An employee on an approved Family Medical Leave of Absence will be required to utilize all accrued sick and personal time if the leave is for the employee's own serious medical condition.

8.2.3 An employee may use up to four (4) days of his/her accrued sick leave each calendar year for illness of his/her spouse, civil union partner, children or parents. For employees with more than five (5) years of continuous service, in addition to the four (4) days authorized above, the employee may utilize the balance of their sick leave for the purpose of providing care to an ill or injured family member who has an FMLA qualified illness or injury and is "incapable of self-care" within the meaning of the FMLA. This leave shall be counted as part of the employee's FMLA leave entitlement.

8.2.4 Payment for sick leave will begin with the first full day of absence.

8.2.5 Timely notice to the Superintendent of Corrections or his/her designee of at least two (2) hours is required when an employee is unable to work due to disability. Because regular attendance is necessary for effective operation of County facilities, employees with patterns of excessive frequency of short notice absences will be subject to disciplinary action up to and including termination. If an employee has a pattern of using sick leave on the day before or after a scheduled day off, the County may require a note from a health care provider for any future absences.

8.2.6 For employees hired prior to January 1, 2012, unused Sick Leave may be accumulated to a maximum of 720 hours. For employees hired January 1, 2012 and after unused sick leave may be accumulated to a maximum of 480 hours.

8.2.7 Employees with more than five (5) years of continuous service will be paid for unused sick leave at the time of termination of employment unless discharged. In order to receive termination pay, timely notice of at least fourteen (14) days is required prior to termination. Upon the untimely death of an active employee who has more than five (5) years of continuous service, the Employer will pay to his/her estate the value of any unused sick time.

When an employee's separation benefits at retirement (accrued personal time and sick time) trigger the 125% employer assessment at the NH Retirement System, the amount due for accrued time above the 125% threshold shall be paid out in a lump sum payment after 121 days of the employee's retirement date but no later than 127 days after the employee's retirement date.

8.2.8 Employees hired prior to January 1, 2012 who have accrued a minimum of 720 hours of sick leave prior to December 10 of each year will be paid for all of the hours exceeding 720 at their base rate of pay. Employees hired January 1, 2012 and after who have accrued a minimum of 480 hours of sick leave prior to December 10 of each year will be paid for all of the hours exceeding 480 at their base rate of pay.

8.3 **PAID BEREAVEMENT LEAVE**: Bereavement leave will be allowed with pay for employees covered by this agreement after fulfillment of the probationary period in the event of the death of a relative in the immediate family of the employee.

Payment of the bereavement benefit is for time lost from scheduled workdays inclusive of the date of death.

8.3.1 DAY OF THE FUNERAL ONLY: Spouse's or Civil Union Partner's grandparents, Spouse's or Civil Union Partner's brothers and sisters, Brothers' and Sisters' spouses or Civil Union Partners.

8.3.2 UP TO TWO (2) DAYS (including the day of the funeral): Stepchildren, Stepmother, Stepfather, Stepbrother, Stepsister, Grandchildren, Grandparents, Mother-in-law and Father-in-law or the equivalent relationships formed through a Civil Union Partnership.

8.3.3 UP TO THREE (3) DAYS (including the day of the funeral): Father, Mother, Sister, and Brother.

8.3.4 UP TO FOUR (4) DAYS (including the day of the funeral): Son or Daughter.

8.3.5 UP TO FIVE (5) DAYS (including the day of the funeral): Wife or Husband and Civil Union Partner.

8.4 **PREMIUM HOLIDAYS**: Certain federal and state holidays are premium holidays. Employees covered by this Agreement will be paid one and one-half (1½) times their regular rate of pay for hours worked on the following holidays: INDEPENDENCE DAY, LABOR DAY, THANKSGIVING, DAY BEFORE CHRISTMAS, CHRISTMAS, NEW YEAR'S EVE, NEW YEARS.

8.5 **PAID JURY AND COURT ATTENDANCE LEAVE**: Employees covered by this agreement will be entitled to paid jury and court attendance leave in certain circumstances.

8.5.1 Employees called as jurors or subpoenaed as witnesses in a court of law, a public body or a commission on scheduled workdays will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such services. Satisfactory evidence of such services

must be submitted to the employee's immediate supervisor for submission to the payroll department before payment is made.

8.5.2 Employees who are called to jury or witness duty and are excused from such duties or complete such duties before the end of the work day shall report to their regular work assignment as soon as possible after being excused.

8.5.3 Employees on a scheduled day off who are legally subpoenaed to appear in any Court of Law pertaining to a Coös County work-related case will be paid a minimum of three (3) hours of pay.

8.5.4 The provisions of this section do not apply to employees who are called as witnesses as a result of employment with another employer. In these cases, employees will punch out and return to their regular work assignment within a reasonable amount of time after being excused by the court.

8.6 **MILITARY LEAVE:** Employees covered by this agreement who are members of any reserve component of the Armed Forces of the United States shall be entitled to time off under certain circumstances.

8.6.1 Any regular employee of the County who is a member of any reserve component of the Armed Forces of the United States shall, upon request, be entitled to not more than ten (10) scheduled work days of leave in any one (1) training year for the purpose of engaging in military drill, training, or other temporary duty under the military authority.

8.6.2 Employees on military leave will be compensated the difference between their base rate of pay and the amount of military pay for a maximum of ten (10) scheduled work days in one (1) training year. Fringe benefits will also accrue at the same rate, as he/she would have been entitled to if he/she had not been called away from his/her scheduled employment.

8.6.3 For military leave longer than ten (10) scheduled work days, the County will grant an unpaid leave of absence without benefits and provided the employee reports for work within ninety (90) days of the end of the military duty, the employee shall be restored to the same level of benefits and compensation that would have pertained if employment had not been interrupted by military service.

8.7 **EXTENDED LEAVES OF ABSENCE:** The County may grant employees extended leaves of absence under certain circumstances. Except as stated below, employees will not receive compensation during such an extended leave.

8.7.1 Employees generally are eligible to request extended leaves of absence if they have completed at least one (1) year of service or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the extended leave will be determined by the County in conjunction with applicable County policy, and state or federal law. The following extended leaves will be considered:

8.7.2 PERSONAL LEAVE OF ABSENCE: All employees who a) have maintained a satisfactory record of employment with the County for a period of at least one (1) year; and b) exhausted all available personal leave and other leaves of absence available under the County's policies; and c) require time away from work for unusual or unavoidable reasons may request an unpaid personal leave of absence in accordance with this policy. Such leave shall normally be capped at thirty (30) days; however, the County may grant an extension in the event of extreme conditions when doing so is in the County's best interests. Any employee requesting a leave of any length may be asked to submit documentation of the reason for the leave. The type of documentation required will vary depending on the circumstances compelling the leave request. The decision of the County and any conditions that may be imposed in approving such a request shall be final and not subject to any appeal proceedings. If a personal leave of absence is granted, the leave will be unpaid unless the employee is eligible for workers' compensation benefits.

Employees shall not be eligible to earn any forms of paid leave (e.g. personal or sick) when granted an unpaid leave of absence. Accruals will begin again upon the employee's return from leave. Generally, only one (1) personal leave of absence will be granted in any three (3) year period. An employee on personal leave of absence will be allowed to continue to participate in the County's health insurance benefit for thirty (30) consecutive days of leave. If the employee is requesting a personal leave to immediately follow another form of leave, the health insurance continuation will not extend beyond a total of thirty (30) consecutive days of leave, which may have already been exhausted by the time out of work preceding the personal leave. After thirty (30) consecutive days of leave, the employee may continue the health insurance benefit by making arrangements with the payroll department to pay the entire amount of the monthly premium in advance each month. Employees on a leave of absence may not work for any other employer during their leave, including their own business. If an employee is granted a personal leave of absence, the employee must communicate with his or her supervisor each week while on leave to keep the County informed of his or her status and intent to return to work. In addition, the employee must notify the County at least two weeks prior to the end of the leave of his or her availability to return to work. Regardless of the length of a personal leave of absence, the employee must be available to return to regular employment on or before the expiration

date of the leave. If the personal leave was for the employee's own medical reasons, the County may require an employee returning from leave to submit a doctor's certificate stating that the employee is medically able to return to work and/or submit to a fitness for duty examination. Employees who have exhausted all forms of leave and are unable to return to work shall be considered to have voluntarily resigned their position.

The County will try to reinstate employees returning from personal leaves of absence to the same or similar position. However, the County cannot guarantee reinstatement from a personal leave of absence for more than thirty (30) days. If the County is not able to reinstate an employee from a personal leave of absence, the employee will be separated from employment and will remain eligible to apply for employment with the County in the future.

8.7.3 MATERNITY LEAVE: All female employees may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work. Employees will be required to exhaust accrued, unused personal time and sick time before taking any unpaid leave. When the employee is physically able to return to work, her original job or a comparable position will be made available to her unless business necessity makes this impossible or unreasonable. Employees who cannot be returned to their former or a comparable position remain eligible to apply for any available position with the County. If applicable, an employee on maternity leave should contact the payroll department to make arrangements for payment of her health insurance premiums during the leave.

An employee on maternity leave who states that she will not be returning to work will be considered to have resigned.

8.7.4 FAMILY AND MEDICAL LEAVE: Under the Family and Medical Leave Act (FMLA), eligible employees may take an unpaid leave of absence and be restored to the same or an equivalent position upon their return to work for any of the following reasons:

a) The birth of the employee's child and to care for the newborn child (leave must be taken within twelve (12) months of the birth of the child);

b) The placement of a child with the employee for adoption or foster care, and in order to care for the newly placed child (leave must be taken within twelve (12) months of the adoption or placement of the child);

c) The serious health condition of a spouse, parent, minor child, or adult child when the adult child is incapable of self-care and the employee is needed for such care ("covered family members");

d) The employee's own serious health condition that renders the employee unable to perform his or her job;

e) A "qualifying exigency" (as defined in the Department of Labor Regulations) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty or has been notified of an impending call or order to active duty in the United States Armed Forces in support of a contingency operation as a member of the National Guard or Reserves;

f) The employee is a spouse, son, daughter, parent, or next of kin of a "covered service member" (as defined in the Department of Labor Regulations) who has a serious injury or illness and the employee is needed to care for such person;

Eligibility Requirements: To be eligible for FMLA leave, an employee must satisfy both the following conditions:

The employee must have worked for the County for at least twelve (12) months, and must have performed at least 1,250 hours of work in the twelve (12) months prior to a leave request; and

Leave Entitlement: If an employee takes FMLA leave for a reason stated in items a-f above, the employee is entitled to up to twelve (12) workweeks of unpaid leave during a twelve (12) month period. The twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins an FMLA leave. In other words, the number of weeks the employee has available upon the beginning of a FMLA leave will be twelve (12) weeks less the number of FMLA weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). For example, if an employee used four weeks beginning February 1, 2011, four weeks beginning June 1, 2011 and four weeks beginning December 1, 2011, the employee would not be entitled to any additional leave until February 1, 2012. Beginning on February 1, 2012, the employee would be entitled to four weeks of leave; on June 1, 2012, the employee would be entitled to four additional weeks; and so on.

If an employee takes FMLA leave for the reason stated in section (f) above, the employee may take up to twenty-six (26) weeks of unpaid FMLA leave within a single 12-month period. The 12 month period begins on the first day of the leave.

An employee who takes FMLA leave for a reason stated in section (f) above will be limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period. The leave entitlement described in section (f) above is to be applied on a per-covered-service member, per injury basis such that an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious illness or injury, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

Tracking FMLA Leave: When an eligible employee requests any leave of absence that qualifies under the FMLA, the County has the right to designate such leave as FMLA leave. For example, if an eligible employee suffers a work related injury that qualifies as a serious health condition, the County has the right to designate any time away from work as FMLA leave. In such circumstances, the County will provide the employee with the same notifications as though the employee had specifically requested FMLA leave.

Intermittent and Reduced Schedule Leave: Under some circumstances, employees may take FMLA leaves of absences intermittently (in separate blocks of time due to a single FMLA qualifying reason) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday). Certification will be required to show that an intermittent or a reduced schedule leave is a medical necessity for leaves under sections (c), (d) and (f) above. Other documentation or certification may be required to show that such an intermittent or a reduced schedule leave is necessary in the case of a leave of a "qualified exigency" under section (e) above.

If the FMLA leave is for birth and care, or placement for adoption or foster care, as described in paragraphs (a) and (b) above, use of intermittent leave is subject to County approval.

When an employee takes intermittent or reduced schedule leave, time spent working will not be counted against the employee's FMLA entitlement.

Employees taking intermittent or reduced schedule leave will be paid for the time they work, and the leave time away from work will be unpaid unless the employee qualifies for workers' compensation or other benefits. If an employee is a salaried employee, the County will adjust the employee's salary based on the amount of time actually worked.

While an employee is on intermittent or reduced schedule FMLA leave, the County may temporarily transfer the employee to an available alternate

position that better accommodates the employee's recurring leave and that has equivalent pay and benefits.

Employees who take intermittent leave for a planned medical treatment have an obligation to make a "reasonable effort" to schedule the treatment so as not to disrupt unduly the County's operations.

Status of Employee Benefits and Seniority: Employees are required to use any accrued, unused paid time off days during FMLA leave unless the FMLA leave is otherwise paid through workers' compensation benefits or other benefits. The substitution of paid leave time for unpaid leave time does not extend the FMLA leave period. Also, the employee's FMLA leave may run concurrently with other types of leave.

During an approved FMLA leave, the County will maintain the employee's health benefits and seniority under the same terms and conditions applicable to employees not on leave.

If paid leave is substituted for unpaid FMLA leave, the County will deduct the employee's portion of the health insurance premium as a regular payroll deduction.

If an employee's leave is unpaid, or is paid through workers' compensation or other benefits not provided through the County's payroll system, the employee must pay his or her portion of the premium by making arrangements with the payroll department.

Health and other benefit coverage may be canceled if the employee's premium payment is more than thirty (30) days late.

If an employee elects not to return to work at the end of the leave, the employee will be required to reimburse the County for the cost of the premiums paid by the County for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or because of other circumstances beyond the employee's control.

Benefit entitlements based on length of service will be preserved at the level earned as of the commencement of the leave but will not accrue further during the leave period. For example, an employee on leave will not accrue additional sick and/or personal time.

Requesting Leave: Employees must complete the appropriate FMLA leave request forms. These forms are available from the payroll department.

If an employee's need for leave is foreseeable, such as for the birth of a child or planned medical treatment, the employee must give his/her Department Head thirty (30) days prior written notice. *In cases of planned medical treatment, the employee is expected to make an effort to schedule the treatment to avoid disrupting the County's operations.*

If the need for leave is not foreseeable, the employee must give notice to the Department Head as soon as practicable (generally, either the same day or the next business day of learning the employee's need for leave) and the employee must comply with all of the County's policies regarding absences from work. Failure to provide such notice may be grounds for delaying the leave. If the employee is unable to notify the County of his/her need for leave personally because of illness, the employee should ask someone else to call on his or her behalf.

Medical Certifications: If an employee is requesting leave because of the employee's serious health condition, a covered family members' serious health condition, or for the serious injury or illness of a covered service member, the employee must provide a medical certification from the appropriate health care provider. It is an employee's responsibility to provide a complete and sufficient certification. The payroll department or Department Head will provide the employee with a medical certification form approved by the County for the health care provider to use. If possible, the employee should provide the medical certification before the leave begins. If that is not possible, the employee must provide the medical certification within fifteen (15) days of requesting leave. If the employee does not provide the required medical certification in a timely manner, the employee's leave may be delayed. If an employee does not provide the certification at all, the County will not be able to determine if the employee is eligible for FMLA leave and the leave will be denied. The County reserves the right to authenticate or clarify any medical certification if necessary.

In the case of an employee's own serious health condition, or that of a family member's serious health condition, the County, at its expense, may require an examination by a second health care provider designated by the County. If the second health care provider's opinion conflicts with the original medical certification, the County, at its expense, may require a third health care provider agreed upon by the employee and County to conduct an examination and provide a final and binding opinion.

The County may also require subsequent medical recertification. Failure to provide requested recertification within fifteen (15) days may result in delay of further leave.

Certifications for a Qualifying Exigency: Employees who request a leave for a "qualifying exigency" arising from an immediate family member's call to active duty or impending call or order to active duty will be required to provide a copy of the family member's active duty orders or other documentation issued by the military indicating the member is on active duty or call to active duty status in support of a contingency operation. Other documentation certifying the exigency necessitating the leave will also be required.

Confirmation of Familial Relationship: Employees requesting a leave of absence based on a familial relationship (e.g. leaves of absence under sections (c), (e) and (1)) may be required to provide reasonable documentation or statement of family relationship. This documentation may take many forms, including but not limited to, a child's birth certificate, a court document, etc.

Reporting While On Leave: If an employee takes leave because of his or her own serious health condition, to care for a covered family member with a serious health condition, to care for a covered service member with a serious illness or injury, or for a qualifying exigency, the employee must contact the payroll department on a regular basis to provide updates about the status of the need for leave (e.g. the medical condition of the employee or the individual for whom the employee is caring, or other circumstances necessitating leave) and the employee's intention to return to work. In addition, the employee must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.

No Work While On Leave: The taking of another job (including self-employment) while on FMLA leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

Returning to Work: At the end of an authorized FMLA leave, the employee will be reinstated to his or her original position or an equivalent position. However, certain highly compensated employees or "key employees" may be denied restoration to their prior or equivalent position if keeping the job open for the employee would result in substantial economic injury to the County. Key employees are those employees who are among the highest paid ten percent (10%) of employees within 75 miles of the worksite.

If an employee takes leave because of his or her own serious health condition, the employee will not be reinstated until the employee provides a fitness for duty certificate from his or her health care provider confirming that the employee is medically able to resume work and perform the essential functions of his or her job. The return-to-work medical certification forms are

available from the payroll department. The County reserves the right to clarify and authenticate such certification.

Coordination With Maternity Leave: As stated in the County's Maternity Leave Policy, the County provides female employees with a leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, and related medical conditions. If an employee is also eligible for FMLA leave, the employee's FMLA leave and Maternity Leave will run concurrently.

For purposes of coordinating FMLA and maternity leaves, maternity disability leave will be treated in the same manner as the FMLA leave of absence described in section (d) above. Maternity disability leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work. If a maternity disability leave is for the number of available FMLA leave weeks or less, the employee may take FMLA leave pursuant to section (a) or (b) after the end of the disability period not to exceed the number of remaining available leave weeks and will be reinstated in accordance with this FMLA policy. If a maternity disability leave exceeds the number of available FMLA leave weeks, then reinstatement will be governed by the maternity leave policy.

Coordination with Other County Policies; Reference to FMLA And Federal Regulations: In the event of any conflicts between this policy and other County policies, the provisions of this policy will govern. The FMLA and the FLMA regulations issued by the U.S. Department of Labor contain many limitations and qualifications that are not stated in this policy. The County reserves the right to apply the terms of the FMLA and the FMLA regulations.

Any questions relative to FMLA leaves, including eligibility requirements should first be directed to the payroll department.

8.7.11 LEAVE OF ABSENCE FOR VICTIMS OF CRIMES:
In accordance with New Hampshire law, the County will grant an employee unpaid time off from work to attend court or other legal or investigative proceedings associated with the prosecution of a crime in which the employee was a victim. For purposes of this policy, a "victim" is any person who suffers direct or threatened physical, emotional, psychological, or financial harm as a result of the commission or attempted commission of a crime.

Employees may also qualify for leave under this policy if they are part of the immediate family of a homicide victim or part of the immediate family of a child under the age of 18 or an incompetent adult who is the victim of a crime. For purposes of this policy, "immediate family" means the father, mother, stepparent, child, stepchild, sibling, spouse, grandparent, or legal guardian of

the victim, or a person who is otherwise in an intimate relationship with and resident in the same household as the victim.

An employee needing time off under this policy should notify his/her Department Head as soon as possible to allow the department to arrange for time off. The employee must submit copies of the notices of each scheduled hearing, conference, or meeting that is provided to the employee by the court or agency involved in the prosecution of the crime to document the need for leave and the amount of time required. Failure to do so may result in denial of the leave of absence. The County will maintain any such notices or records in confidence, and will disclose them only on a need to know basis.

The employee will be notified as soon as practicable whether the leave request is granted or denied. Requests falling within the definitions of this policy will typically be granted unless the leave of absence would cause an undue hardship on the County's business. An "undue hardship" for purposes of this policy means significant difficulty and expense. In determining whether an undue hardship may exist, the County will consider the size of the operation, the employee's position and role within the organization, and the need for the employee to be at work. Leave requests that are granted will be only for the period required for court or other legal or investigative proceedings, including necessary travel time.

Employees must use any accrued personal time during leave under this policy and then may take any remaining time as unpaid. If an absence under the policy will be protracted, an employee will be allowed to continue to participate in the County's health insurance benefit for the remainder of the calendar month in which the leave commences. After that time, the employee may continue health insurance coverage by making arrangements with the County Administrator or designee to pay the entire amount of the appropriate monthly premium in advance each month.

Employees must report to work during their normal work hours at those times when their presence is not needed in court or for other legal or investigative proceedings. Employees will not be required to work odd hours or an extended work week but must work during their regular hours when excused from court or other proceedings.

The County will not discharge, threaten, or discriminate against an employee for taking leave under this policy, and employees taking leave under this policy will not lose any seniority during the leave of absence.

8.8 **HEALTH INSURANCE BENEFIT:** Employees covered by this agreement working a minimum of thirty (30) hours per week on a regularly scheduled basis will be eligible for a County sponsored health insurance plan.

8.8.1 Regular employees who work a minimum of thirty (30) hours per week on a regularly scheduled basis will be eligible for a County sponsored health insurance benefit the first day of the month following 60 days of employment. Regular employees who wish to enroll in the County's benefit plan before completing 60 days of employment may do so by paying one hundred percent (100%) of the plan cost.

8.8.2 It is the responsibility of the employee to notify his/her Department Head if he/she wishes to enroll in the plan or he/she may take such an election in the thirty (30) day period prior to the insurance contract renewal date.

8.8.3 The employee may elect to participate in a single person, two person or family plan. A tax deferred option commonly known as Section 125 of the IRS Code is available for the employee's share when the County pays its share.

8.8.4 Coös County will pay 85% of the premium for a single person plan and 80% of the premium for a two-person or a family plan. For the period January 1, 2016 to June 30, 2016 the plan referred to is an HMO Low $15 $500 (K9F) "Harvard Pilgrim Best Buy" and $0/$25/$40 prescription drug plan. Effective July 1, 2016, the plan referred to the New Hampshire Interlocal Trust "HMO $20/$40/$1,000" plan, and a $0/$10/$30/$50 prescription drug plan.

Employee participants shall be eligible for an annual reimbursement for fitness membership fees up to $150 per calendar year, for each year of this agreement subject to the Harvard Pilgrim Fitness Reimbursement Program requirements.

8.8.5 The Employer agrees to provide employees covered by this Agreement with a Health Reimbursement Arrangement (HRA). The Employer will make HRA contributions to offset deductibles as follows: $300 single plan, $500 two-person plan and $750 family plan. The HRA contribution shall be discontinued as of June 30, 2016.

8.8.6 Employees enrolled in the County sponsored health insurance plan effective January 1, 2017, shall receive a lump sum payment of $200 for those electing single coverage; $350 for those electing two person coverage, or $500 for those electing family coverage, paid during the first pay period of January 2017. The amount that the employee shall receive will be based on their July 2016 open enrollment election, regardless of any change in circumstances that may occur prior to the payment date.

Employees enrolled in the County sponsored health insurance plan effective January 1, 2018, shall receive a lump sum payment of $200 for those electing single coverage; $250 for those electing two person coverage, or $500 for those electing family coverage, paid during the first pay period of January 2018. The amount that the employee shall receive will be based on their July 2017 open enrollment election, regardless of any change in circumstances that may occur prior to the payment date.

8.8.7 The County's monthly payments will cease in the month that an employee terminates employment. Any payroll deductions, which have been taken for the subsequent month, will be refunded to the employee.

8.8.8 Employees on unpaid leave of absence will be required to pay one hundred percent (100%) of their health insurance costs if such leave exceeds thirty (30) calendar days unless an employee is on a paid Family and Medical Leave. In the event of unpaid FMLA leave, an employee shall pay the County the employee's share of any medical insurance premium once per month in advance of the first day of each month.

8.8.9 Employees on worker's compensation leave will continue to receive health insurance in accordance with Section 8.8.4 for a period of six (6) months from their last day of active employment after which they will be required to pay one hundred percent (100%) of their health insurance costs.

8.8.10 It is specifically agreed that the County may, in its sole discretion, obtain health insurance from a source of its choice.

8.8.11 Upon fulfillment of the probationary period, employees covered by this agreement who become eligible for health insurance, and who provide proof of coverage through a spouse or parent's employer sponsored health insurance plan, may elect to opt out of coverage. Employees who are currently eligible for health insurance may elect to opt out at any time. Beginning July 1, 2016 eligible employees who elect to opt out will be paid up to $500 per calendar quarter on or about the first week following the end of the calendar quarter. An employee must have been part of the "opt out" arrangement for a full calendar quarter in order to be eligible for payment. Maximum eligibility is $2,000 per calendar year for full-time employees and a pro-rated amount for part-time employees (#hours=>30/40). Once an employee elects to opt out of the health insurance benefit he/she will not be eligible for the benefit until the annual group re-opening on July 1 annually. If a bargaining unit employee has a spouse working for the County who is covering the bargaining unit employee with his/her county sponsored health plan, the bargaining unit employee is not eligible for the health insurance opt out as he/she is already covered under a 2-person or family plan.

8.9 **LIFE INSURANCE BENEFITS:** Employees covered by this agreement working a minimum of thirty (30) hours a week on a regularly scheduled basis will be provided with a term life insurance benefit.

8.9.1 The amount of the insurance provided will be five thousand dollars ($5,000).

8.9.2 Employees between the ages of 65 and 69 will have the amount of coverage reduced by 35% and employees aged 70-74 will have their coverage reduced by an additional 15%. Therefore, the total reduction at age 70 is 50% of the original face value of the term insurance coverage.

8.9.3 It is specifically agreed that the County may, in its sole discretion, obtain life insurance from a source of its choice.

8.10 **ACCIDENT AND SICKNESS BENEFIT:** Employees covered by this agreement working a minimum of thirty (30) hours a week on a regularly scheduled basis will be provided with an accident and sickness disability income benefit.

8.10.1 Benefits will be seventy-five percent (75%) of the employee's average weekly income to a maximum of $400 per week. Average weekly income will be determined by averaging the weekly wages (straight time hours only) paid the employee for the last twenty-six (26) weeks worked prior to disability or sickness.

8.10.2 Benefits will begin eighteen (18) weeks (90 workdays) after the start of the disability as determined by a physician and will continue for a maximum of thirty-four (34) weeks.

8.10.3 Pregnancy related disabilities will be treated as any other illness.

8.10.4 Benefits under this article will not be paid for illness or accident covered by Workers' Compensation.

8.10.5 The County may, in its sole discretion, require the employee to be examined by a physician or physicians of its choice in order to secure proof of illness or disability. The County will pay the cost of this second opinion.

8.10.6 It is specifically agreed that the County may, in its sole discretion, provide the benefits as outlined in this section from a source of its choice.

8.11 **LONGEVITY STEPS:** Subject to the provisions of this section, employees covered by this agreement who have completed at least seven (7) years of continuous employment prior to December 10 will receive a longevity step.

8.11.1 Payment will be made on the first regular payday following that date.

8.11.2 The longevity step for full time regular employees is determined as follows:

After seven (7) years	$400
After eight (8) years	$500
After nine (9) years	$600
After ten (10) years	$700
After eleven (11) years	$800
After twelve (12) years	$900
After thirteen (13) years	$1,000
After fourteen (14) years	$1,100
After twenty (20) years	$1,200
After twenty-five (25) years	$1,300

8.11.3 Regular part time employees will receive a longevity step payment on a pro-rated basis upon completion of seven (7) years of continuous employment based on the actual number of straight hours paid during the eleven (11) months prior to December 1 of each year. Overtime hours will not be added to the calculation. Pro-rating will be on the basis of full time hours being 1,907 for eleven months.

8.11.4 In order to qualify for a longevity step payment, an employee must be in an active employment status on December 10. An employee is not considered in active employment if he/she is on an unpaid leave other than an approved Family Medical Leave (FMLA).

8.11.5 If an employee is out on an extended workers' compensation leave (over thirty (30) days), the County will calculate the number of hours the employee worked during the year prior to going out on leave and pro-rate the longevity step payment based on those hours in accordance with Section 8.11.3 above.

8.12 **ATTENDANCE BONUS**: Employees covered by this agreement will become eligible for an attendance bonus during the first full-posted quarter after the completion of their probationary period.

8.12.1 Employees with perfect attendance in a posted quarter will receive an additional day's pay at the base rate as soon as possible in the following month.

8.12.2 In December of each year, employees will be notified of the dates for the following year's quarters.

8.12.3 In order to obtain an attendance bonus, an employee must work **all scheduled hours** during the posted quarter; the **only** exceptions are for: (1) paid bereavement leave as defined in section 8.3, (2) jury and court attendance

leave as defined in section 8.5, (3) Family and Medical Leave as defined in section 8.7.4, and (4) an employee involved in a work-related injury who leaves the facility for medical care and later returns to work the same day or an employee involved in a work-related injury who leaves the facility for medical care and is unable to return to work that day due to the injury. Appointments with health care providers such as doctors, specialists, and dentists falling during scheduled hours are not exceptions.

8.12.4 Regular part-time employees will have their attendance bonuses pro-rated.

8.12.5 An employee must receive prior permission for "switching" - exchanging days off/on - from the Superintendent of Corrections or his/her designee. A Special Time Off Request form must be completed, signed and then filed in the employee's payroll record. No exceptions may be made and no overtime may result from switching.

8.12.6 During a posted quarter, in order for the Payroll Department to determine eligibility for the attendance bonus, late punches or early punch out (seven minutes early is the limit) will not be allowed beyond a cumulative five (5) minutes (.10) for the quarter (.10 is the limit, not .11, etc.).

8.12.7 It is further specifically agreed that this section relative to the attendance bonus shall not be subject to the Grievance Procedure. Discrepancies or questions arising out of the attendance bonus provision may be brought to the County Administrator for clarification or resolution.

8.13 **WORKERS' COMPENSATION INSURANCE:** Employees covered by this agreement are covered for work related injuries by an insurance program funded by the County.

8.13.1 It is the responsibility of the employee to notify his/her supervisor immediately of any injury incurred while working. Full cooperation between the employee and the County is necessary in order to provide full benefits under this program.

8.13.2 Service dates will not be adjusted for employees who are collecting workers' compensation benefits.

8.13.3 If an employee is absent from work due to a qualifying injury, days which are not compensated by the workers' compensation insurance may be taken from an employee's accrued sick time beginning with the first day of absence.

8.13.4 It may be necessary to replace an employee out on workers' compensation leave. Reinstatement of the employee will be in accordance with RSA 281-A:25-a and NH Administrative Rule Lab 504.05.

8.14 **RETIREMENT BENEFITS:** Employees covered by this agreement hired after January 21, 1988 who work a minimum of thirty-five (35) hours per week on a regularly scheduled basis are required to enroll in the NH Retirement System.

8.14.1 The County and employee share the cost of the NH Retirement System.

8.14.2 Employees covered by this agreement may be eligible for either Group I or Group II benefits based on the job classification.

8.15 **EDUCATIONAL ASSISTANCE BENEFIT:** It is the policy of Coös County to develop a better-educated and more highly skilled workforce by providing educational assistance to its employees in accordance with the guidelines established below.

8.15.1 Educational assistance will be provided only for courses of study that are directly related to the employee's present job or that will enhance the employee's potential for advancement to a position within the County that the individual has a reasonable expectation of achieving. In addition, the courses or programs must be offered by accredited institutions of learning.

8.15.2 Other requirements for educational assistance include the following:

- Only full-time regular employees are eligible.
- The employee must have completed one year of service with the County.
- The employee must not be eligible to receive educational benefits from other sources such as the Veterans' Administration.
- Sufficient funding must be available and the County will reimburse no more than $1,500 per year unless approved by the Board of Commissioners.
- Employees who plan to take courses that meet all the requirements of this section have a responsibility to notify the Superintendent in writing of their request prior to October 1 of each year in order for the Commissioners to give appropriate funding consideration prior to the budget submission date.

8.15.3 In order to guarantee reimbursement of education costs, requests for educational assistance must be approved prior to enrollment. Written requests shall be submitted to the County Administrator. The final decision shall be made by the County Administrator. A form requesting educational assistance is available.

8.15.4 In determining whether to recommend approval of a request for educational assistance, the County Administrator will consider the following factors:

- The nature and purpose of the course of study;
- The benefits to be derived by the employee and the County;

- The level of responsibility and length of service of the employee; and
- The estimated cost.

8.15.5 The amount of assistance paid by the County shall be based upon the grade received for the course as follows:

- For a grade of "A", 100% of reimbursable costs;
- For a grade of "B", 75% of reimbursable costs;
- For a grade of "C", 50% of reimbursable costs; or
- For a grade of "Pass" in a Pass-Fail Course, 75% of reimbursable costs.
- There shall be no assistance for a grade lower than "C".

8.15.6 Upon completion of the course, the employee shall submit to the Accounting Department a certified transcript of grades received and receipts for expenses incurred. The County will then reimburse the employee the applicable percentage of the cost of tuition, textbooks, registration, laboratory and library fees. However, employees who take courses at the specific request or direction of management may be reimbursed for all costs in advance.

8.15.7 An employee who is terminated during enrollment because of a reduction in force or elimination of the job, or who is unable to complete the course because of transfer within the County, shall be reimbursed for the full amount of the costs incurred up to the date of termination or transfer. An employee who voluntarily leaves the county or is terminated prior to completing the course shall not be reimbursed for the expenses associated with the course.

8.15.8 Class attendance and completion of study assignments shall be accomplished outside the employee's regular working hours. It is expected that educational activities will not interfere with the employee's work, and unsatisfactory job performance during enrollment may result in forfeiture of educational assistance.

8.15.9 If the employee leaves the County voluntarily or is terminated within six months of completion of a course, the employee must repay the full amount reimbursed by the County for educational assistance. If the employee leaves the County voluntarily or is terminated between six months and one year after completing the course, one-half of the amounts will be repayable to the County.

8.15.10 Records will be maintained in the employee's personnel records of all educational programs completed by each employee.

8.15.11 Coös County will make every effort to give the employee flexible hours while attending any form of higher education full-time. Each proposed schedule

must be approved by the Superintendent and the County Administrator at least thirty (30) days in advance.

8.15.12 Instructor Pay: In addition to any other compensation required by this Agreement, any employee who is an instructor shall receive a differential of $2.00 per hour for each hour in which the employee is providing training or teaching a class.

8.16 **DENTAL INSURANCE**

8.16.1 Effective July 1, 2016, the County shall make available to employees the opportunity to purchase a Delta Dental insurance plan. Employees electing dental plan coverage shall be responsible for one hundred percent (100%) of the dental insurance premium.

ARTICLE IX: SAFETY

9.1 The County endorses the concept of safety and hereby pledges that it will, to the maximum degree practical maintain safe-working conditions for the employees covered by this agreement.

9.2 The County shall have the right to make regulations for the safety and health of its employees and the manner in which work is performed during their hours of employment.

9.3 One seat on the Department of Corrections Joint Loss Management Committee will be designated for an employee covered by this agreement. The employee representative shall be appointed by the Union.

9.4 The Union agrees that its members will comply with the rules and regulations of the County relating to safety, economy, continuity and efficiency of services.

ARTICLE X: SENIORITY, LAYOFF AND RECALL

10.1 **SENIORITY**: For purposes of this agreement, seniority is defined as the employee's total time of continuous employment as a regular employee and will begin with an employee's service date (refer to section 7.4).

10.2 **LAYOFF**: In the event of a layoff, all probationary employees will be laid off first without regard to their individual periods of employment. Non-probationary employees will be next to be laid off in inverse order of seniority depending on job classification.

In all cases, the remaining employees must be able to perform the required job duties.

To the extent that the County can give notice of layoff, it will.

10.3 **RECALL:** For twelve (12) months or less from the date of layoff, employees who are on layoff shall be recalled in reverse order of layoff for jobs for which they are qualified. Probationary employees who have been laid off have no recall privileges.

10.4 **TERMINATION OF SENIORITY:** An employee's seniority shall be terminated and his/her rights under this agreement forfeited for the following reasons:

- Discharge for conditions as specified in RSA 28:10-a, quit, resignation, or retirement;
- Exceeding an authorized leave of absence unless excused by management. Such permission shall be in writing;
- A layoff exceeding twelve (12) months; and
- Failure to return to work within five (5) consecutive days after notification of recall from layoff by the County. Such notice shall be by certified mail to the last address furnished to the County by the employee.

ARTICLE XI: PROMOTIONS AND TRANSFERS

11.1 The County reserves and shall have the right to make promotions and transfers primarily on the basis of qualifications as determined by the Board of County Commissioners. If, in the opinion of the County, qualifications are equal, seniority will be taken into consideration.

11.2 Before outside recruitment occurs for vacant positions in job classifications covered by this agreement, the County will post job vacancies for seven (7) calendar days on the facility's bulletin board in order to allow present employees the opportunity to apply for available positions.

11.3 Job postings shall include department, job title, job description, base rate of pay, and job status (temporary or regular) for the vacant position.

ARTICLE XII: DISCIPLINARY PROCEDURE

12.1 Normally, disciplinary action may be handled in the following manner: (a) verbal warning, (b) written warning, (c) suspension and (d) discharge; provided, however, that the County may utilize any such procedure or take any such action that, in its opinion, it deems appropriate for the particular situation.

ARTICLE XIII: GRIEVANCE PROCEDURE

13.1 For the purpose of this agreement, a grievance is defined as a written dispute, claim or complaint, which is filed and signed by an employee covered by this agreement and which, arises under and during the term of this agreement. Grievances are limited to matters of interpretation or application of specific provisions of this agreement and

must specify the specific article and section of this agreement which has allegedly been violated, the date of the alleged violation, all witnesses to same and the relief requested. During any part of the grievance procedure, a union steward, other bargaining unit member or a union staff member may represent an employee.

13.2 Whenever an employee covered by this agreement has a grievance as defined in section 13.1 the following procedure shall be utilized or such grievances shall be deemed waived.

a. The employee involved shall file the grievance in writing as specified above with the Union and his/her Sergeant if the employee is a correctional officer within ten (10) working days from the date of the event which gives rise to the alleged grievance. In determining the ten (10) days, the day of the event will not count but the date of filing will count.

b. If the employee involved is the corporal in charge of outside maintenance or recycling center operator, the employee shall file the grievance in writing with the Union and the Superintendent of Corrections as in 13.2 c below.

c. If the grievant is not satisfied with the disposition of the grievance by the Sergeant, or if no decision has been reached within ten (10) working days after filing with the Sergeant, the grievant may file the grievance with the Superintendent of Corrections or his/her designee within twenty (20) working days after said grievance was filed with the sergeant.

d. If the grievant is not satisfied with the disposition of the grievance by the Superintendent of Corrections or his/her designee, or if no decision has been reached within ten (10) working days after filing with the Superintendent of Corrections, the grievant may file the grievance with the Coös County Administrator or designee within twenty (20) working days after said grievance was filed with the Superintendent of Corrections. If the Coös County Administrator is serving as (Acting) Superintendent of Corrections, the grievant will file the grievance with the Coös County Commissioners within twenty (20) working days after said grievance was filed with the Superintendent of Corrections. Within ten (10) working days after receipt of the grievance, the County Administrator or designee or Coös County Commissioners in those instances when the Coös County Administrator is serving as (Acting) Superintendent of Corrections shall schedule a meeting with the grievant and the Union, which meeting shall be held no later than twenty (20) working days following receipt of the grievance. The County Administrator or designee or the County Commissioners in those instances when the Coös County Administrator is serving as (Acting) Superintendent of Corrections shall have ten (10) working days after the meeting in which to render a decision.

e. If the grievance was based upon the suspension or discharge of the grievant and the grievant is not satisfied with the disposition of the grievance by the County Administrator or designee or if no decision has been reached within ten (10) working days after the meeting, then the Union may, within ten (10) working days, either (i) submit the grievance in writing to arbitration; or (ii) appeal the grievance in writing to the County Commissioners.

ARBITRATION: In the event that the Union selects arbitration in subsection e. above, the Union will submit the request for arbitration within ten (10) working days to the Public Employees Labor Relations Board (PELRB) under its rules and regulations. The arbitrator shall not have the power to add to, ignore or modify any of the terms or conditions of this agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance unless mutually agreed to by both parties, that is, multiple grievances before the same arbitrator will not be allowed. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of rights granted or retained by this agreement. The decision of the arbitrator shall be binding upon both parties. However, both parties shall have a right to appeal to the New Hampshire courts under the provisions of Revised Statutes Annotated, Chapter 542, as amended. It is hereby specifically agreed by the County and the Union that this contract and the Grievance Procedure Article are subject to the provision of the New Hampshire Revised Statutes Annotated, Chapter 542, as amended. The expense of the arbitrator shall be borne by the losing party. The arbitrator shall be required to declare the losing party. Each party shall make arrangements for and pay for expenses of witnesses who are not County employees who are called by them.

APPEAL TO COUNTY COMMISSIONERS: Upon appeal of the grievance in writing to the County Commissioners, the Commissioners shall have thirty (30) working days to schedule a hearing. Such hearing shall be private unless the grievant requests a public hearing. Within twenty (20) working days after the hearing the Commissioners shall provide a written decision to all parties. The decision of the Commissioners shall be final and binding.

13.3 The parties acknowledge and agree that the final step of the Grievance Procedure shall be either arbitration or appeal to the County Commissioners, but not both; that such step is available only in cases where the grievant has been suspended or discharged, otherwise the final step will be the County Administrator or the Coös County Commissioners in those instances when the Coös County Administrator is serving as (Acting) Superintendent of Corrections; and that the election of either arbitration or appeal to the County Commissioners shall be final.

13.4 The parties to this agreement specifically agree that the provisions of this Grievance Procedure pertaining to the suspension and discharge of employees shall supersede the provisions of RSA 28:10-a.

13.5 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the staff of Department of Corrections, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this agreement.

13.6 Working days as referred to in this Article shall mean administrative work days - Monday through Friday.

13.7 Failure of the grievant or the Union to abide by the time limits set out in this article shall result in the grievance being deemed abandoned, unless an extension is mutually agreed upon by both parties. Failure of the administration to abide by the time limits set out in this article shall result in progression of the grievance to the next step unless both parties mutually agree upon an extension.

ARTICLE XIV: WAGES

14.1 Wage rates for job classifications covered by this agreement are set forth in Appendix A attached hereto and made a part thereof. Wage rates for all employees covered by this Agreement shall increase by two percent (2.0 %) effective and retroactive to January 1, 2016.

14.2 Effective January 1, 2017, wage rates for all employees covered by this Agreement shall increase by two percent (2%).

14.3 Effective January 1, 2018, wage rates for all employees covered by this Agreement shall increase by two percent (2%).

14.4 Uncertified correctional officers are hired in the job classification OFFICER - UNCERTIFIED. Once the New Hampshire Association of Counties Certification Board certifies an officer, the officer moves to the job classification OFFICER - CERTIFIED at the employee's current step (Step 1 or Step 2). Further movement on the wage schedule will then take place annually on the officer's SERVICE DATE if the conditions as set forth in Section 14.7 are met.

14.5 Newly hired correctional officers holding current NHAC certification are normally hired at STEP 1 on the Wage Schedule in the job classification OFFICER - CERTIFIED.

14.6 Newly hired employees in all other job classifications on the Wage Schedule are normally hired at Step 1.

14.7 The parties specifically agree that horizontal movement from one pay step to another pay step on the salary schedule is not automatic. Each employee covered by this agreement will be given an annual evaluation and can receive a zero (0) or a one (1) step horizontal increase based upon the evaluation. The parties agree that any merit increase based upon an evaluation in any given year is not dependent upon any prior merit increases. An employee shall have the right to request a review of his/her evaluation by the County Administrator provided, however, that the parties specifically agree that any such evaluation shall not be subject to any further appeal through the Grievance Procedure as set forth in this agreement.

ARTICLE XV: INTERFERENCE WITH COUNTY OPERATIONS AND LOCKOUTS PROHIBITED

15.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, work slowdowns, sanctions, picketing or patrolling of any kind on County property, multiple resignations, any form of job action, withholding of any services or any curtailment of work or any restriction or interference with the operations of the Coös County Department of Corrections, Coös County Recycling Center or Coös County government. The County will not lock out any employees. In the event of any such activity set forth above, the County shall not be required to negotiate on the merits of the dispute which gave rise to any such activity until any and all such activity has ceased.

15.2 Should any employee or group of employees covered by this agreement engage in any activity prohibited by section 15.1 above, the Union shall forthwith disavow any such activity and shall take all reasonable means to induce such employee or group of employees to terminate such activity forthwith, including, but not limited to, any and all disciplinary measures which may be taken pursuant to the local Union's Constitution and By-Laws as from time to time amended.

ARTICLE XVI: TECHNOLOGY

16.1 **TELEPHONES**: The telephone is available for effective communications to conduct work-associated business. Use of the County's telephone lines by employees covered by this agreement will be confined to business calls. Incoming personal calls for employees are discouraged and employees are expected to inform incoming callers of this. Accordingly, the County's telephones shall not be used for personal phone calls. *In cases of emergency, an exception will be made.*

16.2 **E-MAIL**: E-mail will be used for county business purposes only and not for union or personal correspondence. E-mail messages are not private; they are the property of the county and can be read, retrieved and disclosed by the County at its discretion whether or not the messages are otherwise protected by a password or code.

16.3 **FAX MACHINES, COMPUTERS & PRINTERS, PHOTOCOPIERS, CAMERAS, AFIS** (Automated Fingerprint Identification System), **TYPEWRITERS and PORTABLE RADIOS**: Like the telephone, these items of equipment are for county business use only. The Union will discourage the use of county equipment for union purposes. The County agrees, however, that the copier may be used for photocopying union documents for a fee of 10-cents per page and the fax machine may be used by permission only at a rate of $2.00 per fax up to a maximum of 10 pages. Portable radios may be used off duty only for events requiring 911 responses. Computer hardware, software, the e-mail system and data files are the property of Coös County. Personal and union business will not be processed on county equipment or on county time. Internal password protection will only be authorized if the password is disclosed to the Systems Administrator.

16.4 **INTERNET**: In order to minimize the risks to county business functions and government owned assets and to guard against the potential for employees to spend significant amounts of work time using the Internet for non-work related activities, employees covered by this agreement will not have internet access.

16.5 Abuse of any part of this article will be subject to the disciplinary procedure.

ARTICLE XVII: UNIFORMS

17.1 Employees covered by this Agreement are required to wear a uniform. The County will issue such uniform to the employee. Uniform issue will include: Two (2) badges, one (1) CCDC collar pin, one (1) Coös County emblem collar pin, two (2) name plates, one (1) short sleeved shirt with County patch, one (1) long sleeved shirt with county patch and clip on tie (for events approved by the Superintendent), one (1) pair dress uniform pants, one (1) all season jacket, one (1) winter coat (optional, if requested), three (3) black BDU pants, four (4) duty polo shirts with embroidered patch and name, and one (1) winter hat. The dress uniform will continue to be required on Inmate Visiting Day and on occasion when the (Acting) Superintendent of Corrections or the Coös County Commissioners request dress uniforms.

17.2 Once per year, an employee may purchase black rubber soled duty boots/shoes. The County will reimburse up to $100 for a pair of boots/shoes that have been pre-approved by the Superintendent. An original receipt of the purchase must be submitted within thirty (30) days of the purchase to qualify for full reimbursement by the County.

17.3 Once every two (2) years, an employee may purchase a black duty belt. The County will reimburse up to $30 for a belt that has been pre-approved by the Superintendent. An original receipt of the purchase must be submitted within thirty (30) days of the purchase to qualify for full reimbursement by the county.

17.4 Employee requests for the replacement of unserviceable uniform components will be in June of each year and said replacements will be ordered by the Superintendent on or before July 1.

ARTICLE XVIII: SEPARABILITY

18.1 In the event that any provision of this agreement at any time after execution shall be declared invalid by any court of competent jurisdiction, or abrogated by law, such decision shall not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XIX: EXPENDITURE OF PUBLIC FUNDS

19.1 Any agreement reached that requires the expenditure of public funds for its implementation shall not be binding upon the County, unless, and until, the necessary specific appropriations have been made by the Coös County Delegation at each of its appropriate annual meetings during the term of this agreement. The County shall make a good faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual County Delegation meetings. If such funds are not forthcoming, the County and the Union shall resume negotiations within sixty (60) days of the official vote of the Delegation on the matters affected.

ARTICLE XX: EFFECT OF AGREEMENT

20.1 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 reduced to writing and signed by the parties.

20.2 The parties acknowledge that during the negotiations that resulted in this agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and that opportunity are set forth in this agreement. Therefore, the County and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement, unless mutually agreed to.

ARTICLE XXI: DURATION

The provisions of this agreement will be effective when executed and shall continue and remain in full force and effect through December 31, 2018 or until such time as a new agreement is executed.

The union will notify the County of its intent to negotiate a successor agreement on or before August 1, 2018.

IN WITNESS HERETO the parties have hereunto set their hands and seals by their duly authorized officers and representatives this Sixth day of June, 2016.

COÖS COUNTY COMMISSIONERS

Thomas M. Brady, Chair

Paul R. Grenier, Vice-Chair

Rick Samson, Clerk

Date: June 6, 2016

STATE EMPLOYEES ASSOCIATION OF NEW HAMPSHIRE, INC.

Jeremie Marquis

Jason Rella

Jordan Wheelock

COÖS COUNTY/SEA
2016 WAGE/STEP SCHEDULE

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
RECYCLING CENTER										
Recycling Center Operator	16.00	16.32	17.06	16.96	17.28	17.61	17.92	18.24	18.55	18.88
CORRECTIONS DEPARTMENT										
Corporal - Outside Supervisor	18.65	18.96	19.29	19.60	19.92	20.24	20.56	20.88	21.21	21.52
Corporal - Community Programs	18.65	18.96	19.29	19.60	19.92	20.24	20.56	20.88	21.21	21.52
Officer - Certified	16.42	16.75	17.06	17.38	17.71	18.02	18.35	18.67	18.99	19.31
Officer - Uncertified	15.67	15.98								

COÖS COUNTY/SEA
2017 WAGE/STEP SCHEDULE

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
RECYCLING CENTER										
Recycling Center Operator	16.32	16.65	17.40	17.30	17.63	17.96	18.28	18.60	18.92	19.26
CORRECTIONS DEPARTMENT										
Corporal - Outside Supervisor	19.02	19.34	19.68	19.99	20.32	20.64	20.97	21.30	21.63	21.95
Corporal - Community Programs	19.02	19.34	19.68	19.99	20.32	20.64	20.97	21.30	21.63	21.95
Officer - Certified	16.75	17.09	17.40	17.73	18.06	18.38	18.72	19.04	19.37	19.70
Officer - Uncertified	15.98	16.30								

COÖS COUNTY/SEA
2018 WAGE/STEP SCHEDULE

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
RECYCLING CENTER										
Recycling Center Operator	16.65	16.98	17.75	17.65	17.98	18.32	18.65	18.97	19.30	19.65
CORRECTIONS DEPARTMENT										
Corporal - Outside Supervisor	19.40	19.73	20.07	20.39	20.73	21.05	21.39	21.73	22.06	22.39
Corporal - Community Programs	19.40	19.73	20.07	20.39	20.73	21.05	21.39	21.73	22.06	22.39
Officer - Certified	17.09	17.43	17.75	18.08	18.42	18.75	19.09	19.42	19.76	20.09
Officer - Uncertified	16.30	16.63								

APPENDIX B

COÖS COUNTY/SEA 2016

Shift Differentials and Weekend Premiums:
Shift Differentials and Weekend Premiums shall be as provided below:

	2016
Shift Differential:	
3-11 Shift	.90/hour
11-7 Shift	.95/hour
Weekend Premium:	
All Shifts	1.25/hour

Shift differential and weekend premium do not apply to Recycling or to Transfer Station when Corrections Officers work that detail.

Other Items:

1. **Condition for Certified Corrections Officers working as Outside Supervisor, Community Program Officer or Recycling Center Operator:**
   Certified CO assigned to work for Outside Corporal, Community Program Officer or Recycling Center Operator will be paid an extra duty stipend of $1.50 per hour.

2. **Other Outside Assignments:**
   Any CO assigned to work the Transfer Station detail will be paid his/her regular CO wages.