COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HILLSBOROUGH COUNTY ATTORNEY

AND THE

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION (NEPBA) – THE SECRETARIAL, CLERICAL AND PROFESSIONAL EMPLOYEES OF THE HILLSBOROUGH COUNTY ATTORNEY'S OFFICE, NEPBA, LOCAL 50

FOR

July 1, 2019 through June 30, 2021

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AGREEMENT

The Hillsborough County Attorney, hereinafter referred to as the "County Attorney", and theNew England Police Benevolent Association (NEPBA) – The Secretarial, Clerical and Professional Employees of the Hillsborough County Attorney's Office, NEPBA, Local 50, hereinafter referred to as the "Union" hereby agree as follows:

ARTICLE I
RECOGNITION

1. The County Attorney hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of NH RSA 273-A for all full-time employees and regular permanent part-time employees in the following classifications:

   UNIT: Legal Secretaries , Clerks, Victim/Witness Advocates and Paralegals.

   EXCLUDED: County Attorney, Legal Interns, Asst. County Attorneys, Victim/Witness Director, Office Manager & Assistant Office Manager.

2. For the purposes of this Agreement, regular permanent part-time employees shall only be those employees who, as of January 1, of each year, have worked during the preceding year on a regular and permanent basis and have, worked at least 1040 hours or the entire year immediately preceding January 1.

ARTICLE II
PROBATIONARY PERIOD

1. New employees in the job classifications set forth in Section 1.1 shall serve a probationary period of one hundred twenty days (120) or 960 hours (absences shall not be counted) during which time they shall be termed "probationary employees".

2. Probationary employees service with the County Attorney's Office may be suspended or terminated for any reason and at any time by the County Attorney in his/her sole discretion and neither the employee so suspended or terminated nor the Union shall have recourse to the grievance procedure concerning any such suspension or termination.

3. During the probationary period, an employee shall not be covered under this agreement. Benefits for probationary employees shall be determined by County policy. After an employee has served his/her probationary period of employment, he or she shall become a regular full-time employee or regular permanent part-time employee, as defined in Article I of this agreement, entitled "recognition" and his or her period of employment shall be computed from the original date of hire by the County Attorney.

4. The County Attorney may extend the probationary period of an employee for up to ninety (90) additional days. The effected employee and the Union shall be provided with at least a seven (7) day advance notice of any extension.

ARTICLE III
INTERFERENCE WITH COUNTY OPERATIONS AND LOCKOUTS PROHIBITED

1. The Union and the County Attorney agree that they both desire uninterrupted service. Therefore, in consideration of this Agreement, the Union, its officers, and agents agree that they will not authorize, sanction or condone a strike, stoppage, work slowdown, boycott or any other action interfering with or designed to interfere with the County Attorney's Office during the term of this Agreement, and the County Attorney agrees that he/she will not engage in any lockout during the term of this Agreement.

2. Both parties agree they will immediately disavow any such activity and shall take all reasonable means to induce such employees to terminate such activity forthwith, including, but not limited to, such actions as may be available pursuant to NH RSA 273-A:13, which same action will be available although NH RSA 273-A:13 may be amended during the term of this Agreement.

ARTICLE IV
DUES AND DEDUCTIONS

1. Upon written authorization by a union member covered by this Agreement and approved by the Union Secretary Treasurer, the County Attorney, through his or her designated agents, agree to deduct from the pay of each Union member so authorized the current Union dues as certified to the County Attorney 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 the pay period.

   The County Attorney or his/her designated agent shall send the amount so deducted at least one time per month to the Treasurer of the NEPBA: New England PBA – Attn: Treasurer – 7 Technology Drive – Suite 102 – North Chelmsford, MA 01824. In no case shall the County Attorney attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union or the County Attorney over the matter of deductions, the Union agrees to defend and hold the County Attorney and the County harmless in any such dispute.

   Any employee who is in the bargaining unit and is not a member of the Union but wishes to have the Union represent them in grievances, shall assume full financial responsibilities as to the actual costs of processing said grievances.

ARTICLE V
HOURS OF WORK AND OVERTIME

1. The normal work week for full time hourly employees shall be thirty seven and one-half (37½) hours of actual work per week. Lunch hours may be staggered in order to assure proper office coverage during such time.

2. Overtime worked must be approved in advance by the County Attorney or his/her designee. Overtime shall be paid at a rate of time and one half for all hours worked in excess of 40 hours in any one week. Any alternative overtime work schedule must be previously approved, in writing, by the County Attorney. Overtime provisions mandated by Federal Law will be followed.

3. Record keeping of hours worked shall be done via an electronic time clock. Hourly employees shall "punch-in" upon arrival in the morning and upon return from lunch, and shall "punch-out" upon leaving for lunch, for personal errands of more than fifteen (15) minutes, and at the conclusion of the workday. Handwritten time cards will not be permitted, except in the instance of a mechanical failure of the electronic time clock or exceptions as granted by the County Attorney or his/her designee.

4. Unexcused lateness may result in disciplinary measures, ranging from verbal and written warnings, to dismissal, if such behavior persists following an employee becoming aware of the need to take remedial action.

5. An individual employed as of January 1, 2001 who is considered a Regular Full Time employee shall be considered as a Regular Full time Employee unless their employment status changes. ARTICLE VI

ARTICLE VI
HOLIDAYS

1. The following days will be recognized as holidays:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day
Hanukkah	Yom Kippur
Employee's Birthday	

2. Permanent full time employees whose regular work schedule is based on an administrative work week of Monday through Friday shall receive time off for the holiday with pay. If a full time employee, whose regular work schedule is based on an administrative work week of Monday through Friday, is required to work on one of the holidays listed, then that employee shall be paid in accordance with the overtime provisions of this agreement, in addition to a regular day's pay for the holiday.

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3. Regular part-time employees, who work a minimum of twenty (20) hours per week, shall be eligible to receive pro-rata holiday pay for each holiday listed in Section 1 of this article.

4. 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. If such absence is due to illness, the employee must provide a doctor's certificate certifying to such illness in order to be eligible for holiday pay.

5. It is understood that those employees observing Yom Kippur and Hanukkah shall not be granted holiday pay for Christmas and New Year's Day.

ARTICLE VII
VACATIONS

1. Full time employees shall be entitled to paid vacations as follows:
Two Weeks – (10 work days) upon completion of twelve (12) continuous months of employment.
Three Weeks – (15 work days) upon completion of four (4) years of continuous employment.
Four Weeks – (20 work days) upon completion of ten (10) years of continuous employment.
*Five Weeks – (25 work days) upon completion of fifteen (15) years of continuous employment.
*Does not apply to anyone employed after July 1, 2001.

The County Attorney or his/her designee shall determine the time and the order in which vacations may be taken.

2. The County Attorney shall use every reasonable effort to give at least thirty (30) days prior notice of the vacation schedule to the employees, provided, however, that the County Attorney has the right to change said vacation schedule so as to prevent any interruption or interference with the normal operations of the facilities directed by the County Attorney.

A request to utilize accrued vacation time in excess of one day (1) shall be submitted to the County Attorney or his/her designee at least thirty (30) days in advance of the requested vacation period. Requests to extend a vacation period beyond two (2) consecutive weeks may be considered only if no other requests to utilize vacation time are submitted for the period and at the discretion of the County Attorney.

3. Vacations are provided for rest and recuperation with a view to future service.

Every employee shall on their anniversary date of hire, be credited with the appropriate vacation hours. Those hours may be taken at any time within the ensuing year. No more than two (2) weeks of accrued, unused vacation may be carried over to the following year. All time in excess of two (2) weeks will be forfeited.

4. Permanent part-time employees as defined in Article 1, Section 2, shall be covered by the provisions of this Article, on a pro-rated basis.

5. It is agreed that vacation allowance may be taken, one day at a time, provided the request is submitted to the immediate supervisor for approval one (1) week prior to taking said day or days, except in an emergency.

6. Any employee who desires to change their approved dates of vacation shall not be allowed to bump any other employee who had their vacation time approved by the County Attorney or designee.

7. An employee absent from work due to Workers Compensation or disability leave, who has previously accrued but who has not yet used vacation time and who is likely to continue to be out of work on his/her upcoming anniversary date, may request to be compensated for any previously accrued vacation. Such request must be made prior to the anniversary date, on or before the date which equals the amount of vacation requested, and shall be granted if losing vacation time is likely to otherwise happen.

8. An employee who is absent from work due to non-work related disability leave of absence for longer than one hundred sixty (160) hours shall no longer be credited with accrued vacation time on his/her anniversary date. The date on which vacation will be credited will be the date which equals fifty-two (52) weeks of active service since last credited with vacation time. This adjusted anniversary date is to be used only for the purpose of crediting the employee with vacation time, and shall remain in effect from that point forward, absent further absences longer than 160 hours, which will then generate another change in the vacation credit date.

9. An employee who is a member of the Armed Forces who is required to attend yearly training sessions shall be paid the difference between their normal base wages and the amount paid by the military. Such payment is limited to two (2) weeks per year, and shall occur on the normal pay day after the employee shows proof of military pay received.

ARTICLE VIII
SICK LEAVE

1 a. During a full time hourly employee's first year of employment, sick leave with pay shall be earned at the rate of *1.083* days per month through December 31 of the year in which the employee is hired, provided, however, that no sick leave will be granted until a new employee has finished his probationary period. On January 1 of each year, full time hourly employees who have successfully completed their probationary period shall be entitled to *thirteen (13)* days sick leave with pay per year. Sick leave cannot be accumulated.

b. All unused sick days held by an employee on December 31st of each year shall be paid to the employee at 100% of his/her base hourly rate of pay, at some time during January of the following year.

c. Employees absent due to a short-term disability (of longer than one (1) week) shall cease to accrue sick leave during that period of absence. Absences that occur in the first six (6) months of the calendar year will result in the suspension of accruals that normally begin on July 1st, until the County has been reimbursed at the rate of 7.25 hours per month.

d. Any employee absent from work due to illness/injury for more than five (5) days in the first six (6) months of the year may utilize vacation or personal time, when appropriate. Vacation and/or personal time may be permitted to be used, as may sick time that is likely to be accrued in the remainder of the year. Such utilization(s) must be approved at Administrative discretion, on a case-by-case basis. An employee utilizing unearned sick time must waive future accruals, until the County has been reimbursed.

2. Employees who go on vacation or take a personal day and do not report to work the last working day prior to said personal leave day or vacation or on the day after their personal leave day or vacation ends due to illness must bring in a doctor's certificate certifying that the employee was ill in order to collect his or her sick leave pay. When an employee's illness is in excess of three (3) days the employee must bring in a doctor's certificate certifying that the employee was ill in order to collect his or her sick leave pay.

3. Regular permanent part time employees as defined in Article 1, Section 1.3, shall receive sick leave pay on a pro-rated basis of hours worked.

4. It is hereby agreed that excessive use of sick time, e.g., using all of the sick time that is earned in a year, missing scheduled work days in excess of that number, use of sick time in conjunction with day(s) off and/or unnecessary use of sick time may constitute abuse of sick leave and/or fraud, and shall constitute grounds for severe disciplinary action.

ARTICLE IX
PERSONAL DAYS

1. Full-time regular employees who have satisfactorily completed their probationary period are eligible to take two personal days per calendar year. One day of sick leave may also be used as an additional (third) personal day. Personal days are compensated at an employee's regular rate of pay. Employees taking a personal day must receive authorization from the appropriate supervisor 24 hours in advance. Personal days, if not used, will not be reimbursed. Personal days cannot be accumulated or carried forward. Part-time employees will receive personal days on a pro-rata basis.

ARTICLE X
BEREAVEMENT LEAVE

1. Bereavement leave of three (3) days with pay between the date of death and the date of funeral inclusive, shall be granted to an employee in the event of the death of his or her:

Spouse	
Child	Grandchild
Grandmother	Grandfather
Aunt	Uncle
Father	Mother
Father-in-Law	Mother-in-Law
Sister	Brother
Sister-in-Law	Brother-in-Law

or

A blood relative or ward residing in the same household.

2. Bereavement leave will be paid only if an absence occurs during an employee's regularly scheduled day of work.

3. Under extenuating circumstances, two (2) additional days with pay may be granted under Section X(1) with the written approval of the Department Head.

ARTICLE XI
INSURANCE

1. The County will provide hospital/medical insurance for all regular full time employees and their qualified dependents. The plan provided shall be that which is applicable to the County's non-affiliated employees. The Board of Commissioners will establish the cost participation for the employee and their qualified dependents.

    a. Regular part time employees may be offered coverage if their average hours of work per week are thirty (30) hours, or percentage of appointment is seventy five percent (75%) or greater.
    b. Hospital/medical insurance benefits terminate at the end of the month during which an employee terminate employment.

    The County shall contribute and pay the cost of seventy-seven and one-half percent (77.5%) of the total cost of the plan selected by the employee subject to the following limitation: The County's contribution shall be limited to and not exceed seventy-seven and one-half percent (77.5%) of the cost of the HMO Mid plan or the comparable plan thereto offered by the County, inclusive of the cost of a prescription drug plan. The employee shall contribute and pay all costs to obtain their selected plan, above the County's contribution limit. Effective upon the parties' execution of this Agreement the POS Plan will no longer be offered by the County. Employees on the POS Plan, if continuing health insurance, must choose an alternative health insurance plan offered by the County.

    When the County offers one or more plan(s) that do not incur a tax, penalty or additional charge, should the employee choose a plan that requires payment of a tax, penalty or additional charge, inclusive of the so called "Cadillac Tax", the employee shall be solely responsible for the cost of any and all tax, penalty or additional charge resulting from his or her selection. The County shall not be responsible for, nor shall it incur any expense as a result of an employee's plan selection in excess of the seventy-seven and one-half percent (77.5%) contribution limitation as set forth above.

    Unless otherwise provided by law, employees shall make their annual health insurance plan selection during the County's Annual Open Enrollment period, traditionally commending in the month of May. Plan selection, or waiver of coverage, shall require written notification annually to the County through the Human Resource office at the Commissioners' Office of Administration and Finance. Failure to submit the required written notification within the Open Enrollment period will result, as applicable, in the waiver or termination of insurance benefits.

    To the extent that a bargaining unit member becomes eligible for insurance solely due to the provisions of the Affordable Care Act, the plan made available to the employee shall be a Bronze Level plan. "

2. The County will provide short-term disability insurance for twenty-six (26) weeks at two-thirds (2/3) of an employee's weekly base pay (excluding additions to weekly pay) to a maximum of $600.00 per week. Employees receiving payments from Worker's Compensation are <u>not</u> eligible for payment of disability insurance.

The County will provide life insurance for each enrolled employee, based on the employee's annual base pay (excluding additions to gross pay), to a maximum of $50,000.

It is agreed that the County may, at the end of any policy year, obtain like benefits for any insurance from any other vendor that will produce lower premium costs.

3. Notice is given that the County intends to discontinue the POS insurance plan option that has previously been available.

ARTICLE XII
PENSION

1. It is mandatory that all regular full time employees who work a minimum of five days and 35 hours per week join the New Hampshire Retirement System immediately upon employment. A summary of the benefits of the retirement system will be available to each employee at the time of employment.

ARTICLE XIII
GRIEVANCE PROCEDURE

1. For the purpose of this Contract, a grievance is defined as a complaint or claim by an employee or group of employees in the bargaining unit or the Union specifying the names as the bargaining unit employees involved, the date(s) of the alleged offense(s) and specific Contract provision(s) involved which arise(s) under and during the terms of this Agreement. Grievances are limited to matters of interpretation and/or application of specific provisions of this Agreement. The following procedure shall be utilized in the handling of a grievance:

a. The employee involved and the Union's steward shall first discuss the grievance with the grievant's immediate supervisor who shall render a decision concerning the grievance within three (3) workdays.

b. If the grievant is not satisfied with the disposition of the grievance, or if no decision has been reached within three (3) work days after discussing the matter with the grievant's supervisor, the grievant and the grievant's steward shall present the grievance in writing, stating the date of the alleged offense and the nature of the grievance (including the Contractual provision involved) to the County Attorney who shall render a decision within ten (10) work days from the date the written grievance was presented; a grievance must be reduced to writing in the form set forth above and presented to County Attorney within ten (10) work days of the date of the event which gives rise to the alleged grievance or the grievance shall be deemed waived.

c. If the grievant is not satisfied with the disposition of his grievance by the County Attorney or if no decision has been rendered within ten (10) work days after filing the same with County Attorney, the grievant and the Union's steward may file the written grievance with the County Commissioners who shall meet with the County Attorney, the grievant and the Union's representative within ten (10) work days after the receipt of the written grievance. The Commissioners shall render a decision within ten (10) work days from the date of the meeting with County Attorney, the grievant and the Union representatives. The grievant and/or the Union must present the written grievance to the Commissioners within five (5)

work days after the County Attorney's decision has been rendered, or if none, within ten (10) work days after the date of the meeting with the County Attorney or the grievance will be deemed waived.

d. If the Union is not satisfied with the disposition of the grievance by the Commissioners or if no decision has been rendered by the Commissioners within said ten (10) work days, the Union may submit a written request to the NHPELRB to appoint an arbitrator to resolve said grievance within ten (10) work days after the meeting at which time the Commissioners considered such grievance. If the Union fails to submit such written request for the appointment of an arbitrator to the NHPELRB within said ten (10) work days, the grievance shall be deemed waived.

2. The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute, subject to appeal under RSA 542.

3. 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 by both parties. 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 judgment for that of the parties in the exercise of rights granted or retained by this Agreement.

4. If the grievance is not reported and/or processed within the time limits set forth above, the matter shall be deemed waived and no further action will be taken with respect to such grievance unless both parties mutually agree to an extension of said time limits.

5. The expense of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

6. For the purpose of the above grievance procedure, the phrase "work days" means the normal County Attorney's Office administrative work week of Monday through Friday, excluding holidays.

7. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the County Attorney's Administrative staff, and having the grievance adjusted without the intervention of the Union provided the adjustment is not inconsistent with the terms of this Agreement and the Union has been given prior opportunity to be present at such adjustment and to state its views.

8. Union Representation

The County agrees to recognize one (1) Steward and one (1) Alternate Steward to assist in the settlement of disputes and or grievances for the members of this bargaining unit.

If the Steward, or Alternate covering in the Steward's absence, should find it necessary to perform their Union duties during working hours, they shall be released, subject to staffing from work by their supervisor to the extent of investigating the matter and conferring with the Supervisor, without loss of pay.

Authorized Representatives of the Union may have access for conferring with bargaining unit members. The County Attorney shall have on the premises an authorized representative to accept notification of request.

ARTICLE XIV
SEPARABILITY

1. If any provision of this 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.

ARTICLE XV
WAGE RATES

The Agreement provides for:

1. Effective upon the first pay period following the parties' execution of this Contract, the employees in the bargaining unit at that time shall receive a one-time equity adjustment to the employee's base wage rate as set forth in attached Schedule A. There shall be no retroactive cost items pertaining to this Contract.

2. After the one-time equity adjustment set forth in Article XV, Section 1 has been applied, a merit increase in the amount of one-half percent (0.5%) will be granted on an employee's anniversary date provided the employee has received a satisfactory evaluation for the previous year, and provided that the employee remains in the bargaining unit and this merit increase does not result in the employee in question exceeding the maximum amount of the wage range for the applicable position in the bargaining unit. Wage ranges for positions in the bargaining unit are attached as Schedule B. Employees who have reached the maximum amount of the wage range for the employee's applicable position shall, in lieu of any merit increase, receive a one-time stipend which is equal to one-half (0.5%) of the employee's base wage rate. However, this one-time stipend shall not be added to the base wage rate and shall not increase the maximum amount of the wage range.

3. During the second year of this Contract (July 1, 2020 – June 30, 2021), employees shall receive a base wage increase of one percent (1%). Also during the second year of this Contract (July 1, 2020-June 30, 2021), a merit increase in the amount of two percent (2%) will be granted on an employee's anniversary date provided the employee has received a satisfactory evaluation for the previous year, and provided that the employee remains in the bargaining unit and this merit increase does not result in the employee in question exceeding the maximum amount of the wage range for the applicable position in the bargaining unit. Wage ranges for positions in the bargaining unit are attached as Schedule B. Employees who have reached the maximum amount of the wage range for the employee's applicable position shall, in lieu of any merit increase, receive a one-time stipend which is equal to one (1%) of the employee's base wage rate. However, this one-time stipend shall not be added to the base wage rate and shall not increase the maximum amount of the wage range.

ARTICLE XVI
DRESS CODE AND OFFICE PROFESSIONALISM

1. The Hillsborough County Attorney's Office is one of Hillsborough County's largest providers of legal services. It is a professional law office, and employees are expected to maintain standards of dress and decorum in keeping with a professional environment.

2. All employees are expected to dress in a manner in keeping with a professional legal environment. During regular working hours, office attire, unless otherwise authorized by the County Attorney, shall support that image. Casual attire such as jeans or shorts is not acceptable. Dress footwear must be worn at all times with both safety and professional appearance as the deciding factors in selection.

3. All employees, who may be required to appear in court shall dress in a manner appropriate to that assignment at all times.

4. At the discretion of the County Attorney, from Memorial Day through Labor Day, Fridays may be designated "casual Fridays". Such a designation will permit a relaxation of the office Dress Code to allow for the wearing of jeans, and casual wear. Guidelines may be announced by the County Attorney, to further define "casual wear", if necessary.

Office Professionalism

1. The County Attorney requires all employees to act in a manner in keeping with that of any law firm. The following standards of professionalism shall apply to the Office.

2. Every effort shall be made to answer telephone calls promptly. Other activities or office conversations shall be interrupted to accomplish this objective.

3. Conversation between members of the Office shall be conducted using normal speaking voices. Boisterous conversations and shouts between office members are not permitted. Conversation in any manner that increases the risk of breaching confidentiality should be avoided.

ARTICLE XVII
MANAGEMENT'S RIGHTS

1. Except the extent that is contained in this Agreement, all of the authority, power, right, jurisdiction, and responsibility of the County Attorney are retained by and reserved exclusively to the County Attorney. Said rights to manage include, but are not limited to, the following: rights to direct, control the operations of assigned work to employees; to determine the methods, means, processes, and personnel by which the County Attorney's Office is to be operated. Determine the size of and direct the activities of the day-to-day working force; to determine the schedules and hours of duty consistent with the statutes in the assignment of employees; to establish new job classifications, job duties and functions, and change, reassign, abolish, continue, and divide existing job classifications for all jobs; to require from each employee the efficient utilization of their services; to hire, promote, assign, and retain employees; to for just cause, discipline, suspend, demote, or discharge employees; to promulgate and enforce reasonable rules and regulations pertaining to the operation of the County Attorney's Office and to the employees; and to establish standards and maintain efficiency of employees. The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically restricted by this Agreement.

ARTICLE XVIII
PAY PERIODS

1. Payroll periods may provide for either weekly or bi-weekly paychecks. The Business Office at the direction of the Commissioners, shall determine the frequency thereof. Employees will be provided ninety (90) day advance notice of any change.

ARTICLE XIX
SENIORITY AND LENGTH OF SERVICE

1. The County and the Union recognize that seniority is a principle of employment which gives preference to one employee over another based on length of service within the bargaining unit and in the case of certain benefits length of service as an employee of Hillsborough County.

2. New employees who have successfully completed their probationary period and who have become regular employees shall have their seniority begin from the day the employee started work (date of hire).

3. In the event that more than one employee started work on the same day, the employee with the lowest social security number shall have seniority.

4. Employees who having successfully completed a probationary period while in any other full-time permanent job for the County and who become members of the bargaining unit as defined in the Recognition Clause shall have as the date of seniority the effective date on which they actually began working in a bargaining unit position.

5. Employees who having successfully completed a probationary period while in any other job for the County and who, with no break in service, become members of this bargaining unit as defined in the Recognition Clause shall maintain their original date of hire for the purposes of determining their length of service status for certain benefits purposes.

6. Absence from work due to sickness, military service plus ninety (90) days or an approved leave of absence shall not affect an employee's seniority.

7. Seniority shall terminate upon the occurrence of one of the following events:

   a) Resigns, retires, or is discharged from employment and not returned through the grievance procedure.
   b) Lay-off up to 53 weeks.
   c) Failure to return from layoff within 14 calendar days of receipt of notification.
   d) Absence due to occupational illness or accident in excess of 24 months.

ARTICLE XX
LAYOFF, RECALL, AND BUMPING

1. In the event of layoff, the County Attorney shall layoff employees in reverse order of seniority within Hillsborough County job classifications covered by the Recognition Clause as it is or may be added to in the future.

2. Employees about to be laid off may exercise seniority within the bargaining unit to:

   a) Bump a less senior employee in another classification if they were successfully employed in such classification for more than one (1) year.
   b) Fill an available vacancy within any bargaining unit classification provided that the employee is qualified, in the opinion of the County Attorney to perform the available work.

3. In the event of recall, employees shall be recalled in the reverse order of layoff in each job classification.

4. Recalled employees shall be mailed a recall notice by certified mail return receipt requested, to the last known address on County records. It shall be the former employee's responsibility to update such mailing address as necessary.

5. An employee who fails to return to work within fourteen (14) calendar days of receipt of the recall notice shall lose all recall rights.

6. Recall rights shall continue for 53 weeks after the date of layoff of the employee. Recalled employees who return to work within fifty-three (53) weeks of layoff shall be reinstated with seniority.

ARTICLE XXI
BULLETIN BOARD

1. The County Attorney agrees to allow notices to be placed in collective bargaining unit members mail slots; i.e. Union announcements, notices, social events, and other non-controversial matters addressed to its members.

ARTICLE XXII
TERMINATION AND RENEWAL

This Agreement shall be in full force and effect when executed and shall remain in full force from July 1, 2019 through June 30, 2021 and shall continue from year to year thereafter unless written notice of desire to modify, cancel, or terminate this Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration, in which event this Agreement shall terminate on June 30, 2021.

It is agreed by the parties hereto that negotiations concerning revisions or changes to this Agreement shall be pursuant to NH RSA Chapter 273-A.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals by their duly authorized officers and representative, this _____day of _____2019.

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Hillsborough County Attorney:

7/2/2019

Michael Conlon, Esq.

7/2/19

Chief Negotiator Date

Hillsborough County Board of Commissioners:

New England Police Benevolent Association (NEPBA) – The Secretarial, Clerical and Professional Employees of the Hillsborough County Attorney's Office,
NEPBA, Local 50:

7/2/19

Chief Negotiator Date

Schedule B
Pay Ranges
Applicable from Execution of Contract – June 30, 2021

Grade 1

Minimum	Maximum	
$13.54	**$22.49**	
		None at this time

Grade 2

Minimum	Maximum	
$14.49	**$23.64**	
		Secretary 1 *Clerical*

Grade 3

Minimum	Maximum	
$14.94	**$24.80**	
		None at present time

Grade 4

Minimum	Maximum	
$15.67	**$26.05**	
		None at present time

Grade 5

Minimum	Maximum	
$16.45	**$27.34**	
		None at present time

Grade 6

Minimum	Maximum	
$ 17.28	**$28.70**	
		Secretary

Grade 7

Minimum	Maximum	
$17.63	**$34.50**	
		Victim Witness Advocate

SCHEDULE A

Tier 1 – Any employee under this collective bargaining unit who was hired on or before 07/21/2008 will receive a one-time base wage adjustment of $1.62 per hour.

Tier 2 – Any employee under this collective bargaining unit who was hired between 07/22/2008 and 11/08/2016 will receive a one-time base wage adjustment of $0.92 per hour.

Tier 3 – Any employee under this collective bargaining unit who was between 11/09/2016 and the execution of this contract will receive a one-time base wage adjustment of $0.37 per hour.