

July 1, 2006
TO
June 30, 2010

CONTRACT BETWEEN
COUNTY OF ROCKINGHAM
AND
NHPWA



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AGREEMENT BETWEEN
ROCKINGHAM COUNTY DEPARTMENT OF CORRECTIONS
AND
NEW HAMPSHIRE PUBLIC WORKERS ASSOCIATION
EXPIRING JUNE 30, 2010

PREAMBLE

A contract between the County of Rockingham for the Department of Corrections, hereinafter referred to as the "County" or the "Employer" and New Hampshire Public Workers Association, hereinafter referred to as the "Union" and collectively referred to as the "Parties".

ARTICLE I
RECOGNITION

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

Correctional Officer I
Correctional Officer II

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

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

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

ARTICLE II
MANAGEMENT RIGHTS

2.1 Except as specifically limited or abridged by the terms of the Agreement, the management of the Department of Corrections in all its phases and details shall remain vested exclusively in the County and its designated agents, including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of reasonable rules and regulations, the establishment of qualifications for employment, the establishment of work and productivity standards, the right to hire, supervise, discipline or discharge, transfer, or relieve employees from duty for lack of work or funds, the right to decide job classifications, the creation and abolition of positions and the determination of the methods, processes and manner of performing work and the general control of all of the operations of the Department in all its phases and details as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A, and any other provision(s) of the Revised Statutes Annotated or other laws.

2.2 It is agreed that this enumeration of management rights shall not be deemed to exclude other proper management rights not specifically enumerated herein. The County shall retain all rights and authority exercised prior to the execution of this Agreement,

except as modified in this Agreement. The County not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed to be waiving its right to exercise such function or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

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

ARTICLE III
EMPLOYMENT RIGHTS

3.1 The County and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union or to discriminate against any employee because the employee has given testimony or taken part in a grievance procedure or proceeding of the Union.

3.2 No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the County.

3.3 Maintenance of Membership: Those employees who are members of the Association on the effective date of the Contract shall be notified in writing by the Association that they must retain their membership throughout the term of the Contract except that each member shall have the opportunity to withdraw such membership during a fifteen (15) day period following said notice. Notice of withdrawal of membership shall be in writing to the Association and shall have been postmarked during the designated withdrawal period.

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

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

ARTICLE IV

UNION RIGHTS

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

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

4.3 Facilities: For the purposes relating to the County

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

4.4 The County shall make available, to the extent possible within the capabilities of the payroll system, a payroll deduction option for bargaining unit employees to provide for the payment by employees, of a Union Long-term Disability Plan.

ARTICLE V

UNION REPRESENTATIVES

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

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

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

5.4 Access to Employees: Staff representatives of the Union shall be allowed to visit employees in work areas not within cell blocks or specially restricted areas during working

hours to confer on conditions of employment to the extent that such visitations can be accommodated without unreasonable disruption of work activities. Prior to entering a work area, the representative shall notify the Superintendent or designee stating the reason(s) for such visitation.

ARTICLE VI

NO STRIKE/NO LOCKOUT

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

ARTICLE VII

SEPARABILITY CLAUSE

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

ARTICLE VIII

EFFECT OF AGREEMENT

8.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at

by the parties after the exercise of that right and opportunity are set-forth in this Agreement. Therefore, the County and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

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

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

ARTICLE IX **PROBATIONARY PERIOD**

9.1 All newly hired employees must serve a probationary period of nine (9) continuous months from the date of hire and such probationary employees shall not be entitled to representation by the Union in any proceeding involving this contract and shall not be covered by any of the terms of this Agreement. The County shall evaluate the performance of probationary employees during each three (3) month period of

probation or an extension thereof.

9.2 The County may extend the probationary period for an additional three (3) months, provided however, that the County has evaluated and has discussed the evaluation with the employee at least three (3) months prior to the beginning of the extension period.

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

9.4 All employees whose position requires certification must become certified as a condition of continued employment. An employee's employment status will not be jeopardized by a failure by the County to provide the course of study required for certification in a timely fashion.

ARTICLE X

DRUG POLICY

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

10.2 Employees should not report to work or attempt to work while under the influence of alcoholic beverages or

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

10.3 The Superintendent may enforce this policy by requiring employees to submit to drug and alcohol tests (including, but not limited to, providing urine and blood samples) and/or by conducting searches of employees and their personal belongings upon reasonable suspicion that the employee is under the influence of a drug or alcohol or that the employee is concealing controlled substances or alcohol in the area to be searched. Reasonable suspicion shall mean the quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs and/or alcohol while on or off duty.

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

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

- (a) Fails to comply with this policy or to cooperate with the Superintendent in the administration of this

policy.

(b) Exhibits behavior that is harmful or potentially harmful to inmates or other employees.

(c) Does not obtain professional treatment for alcohol or drug dependency.

(d) Refuses to provide documentation of treatment.

(e) Does not meet the goals of the treatment plan in a timely fashion as presented in such treatment plan.

(f) Refuses to submit to independent testing under Section 10.3 above, at County expense, if requested to do so by the Superintendent.

10.6 Any employee who is diagnosed as dependent on alcohol or drugs by a medical professional, a certified counselor or an accredited treatment facility shall receive the same consideration as employees with other serious illnesses. The employee will be placed on sick leave or FMLA Leave under the terms of this Agreement until the employee presents the Superintendent of Corrections a plan of treatment from a medical professional, a certified counselor or an accredited treatment facility. The employee will be required to present periodic documentation as requested by the Superintendent from the medical professional, certified counselor, or treatment facility of ongoing treatment whether the employee remains on sick leave or returns to work.

10.7 In the event of drug testing or the implementation of a random drug testing program, such program shall at least fulfill the requirements set forth in 49 CFR 40, U.S. Department of Transportation Procedures for Transportation Work Place Drug Testing Programs.

ARTICLE XI
DUES DEDUCTION

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

11.2 Payment of Dues: The County shall transmit monthly to the Treasurer of the New Hampshire Public Workers Association the dues deducted during the past month together with a list of the employees who had dues deducted and the date of such dues deductions.

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

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

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

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

ARTICLE XII
JOB POSTING

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

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

ARTICLE XIII

LAYOFF, RECALL AND SENIORITY

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

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

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

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

13.4 Recall: After a layoff, in the event any unit positions are reopened within one (1) year, the County agrees to recall laid off employees in the reverse order of their layoff. Any recall notice shall be mailed to the last known address in County records by certified mail. It shall be the employee's

responsibility to update such mailing address as necessary. Any employee who fails to return to work within fourteen (14) calendar days of the receipt of a recall notice, or who fails to make arrangements with the Superintendent of Corrections for the employee's return on some other date, shall lose all recall rights and seniority. Any laid-off employee who rejects a recall to a bargaining unit position shall lose all recall rights and seniority.

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

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

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

ARTICLE XIV

DISCIPLINARY ACTIONS

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

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

disciplinary measures as are appropriate and necessary for the orderly operation of the department.

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

(a) Stealing from the County, from a fellow employee, resident, inmate or visitor of the County facility, anyone under the care and/or custody of the County of Rockingham, or otherwise unjustly acquiring money, property, or services from the County or at the County expense in violation of any provision contained herein or of any law of the State of New Hampshire;

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

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

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

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

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

(g) Reporting for duty while under the influence of alcohol or any other drug; drinking alcohol or using drugs while on duty or while in any County facility or on County property;

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

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

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

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

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

(m) Absence from duty due to sick leave, without acceptable employee provided verification by documentation,

of three (3) or more days over a three (3) month period, shall be considered to be abuse of sick leave.

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

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

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

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

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

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

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

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

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

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

ARTICLE XV
GRIEVANCE PROCEDURE

15.1 General Provisions:

15.1.1 A grievance is defined as a dispute or difference of opinion raised by an employee covered by the Contract, or by the County, or by the Union involving the meaning, interpretation or application of one or more provisions of this Contract. A grievance must be in writing and must state the specific provision(s) in this Contract that have allegedly been violated. Further, the relief sought must be indicated by the party raising the grievance.

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

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

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

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

15.1.6 Prior to the institution of the formal grievance procedure hereinafter set forth, any employee who believes to have been aggrieved must attempt to informally resolve the matter with the employee's immediate supervisor. The supervisor has the responsibility to attempt to resolve the employee's grievance if the supervisor has authority to do so. The time for such informal efforts at resolution shall run during the fifteen (15) calendar days period for the initial filing of a written

grievance. If the grievance cannot be resolved informally, the following procedure shall be utilized or such grievance shall be deemed waived.

15.2 Review, Filings, Hearings/Decisions, Appeals:

15.2.1 Review: The formal grievance procedure shall consist of four (4) steps:

Step #1 - Lieutenant or Captain or Assistant Superintendent (as directed by the Superintendent)

Step #2 - Superintendent of Corrections

Step #3 - County Commissioners

Step #4 - Grievance Panel or Arbitrator

15.2.2 Filings: A grievance must initially be filed in writing with the Lieutenant or other designated hearing officer. The grievance must be filed within fifteen (15) calendar days of the alleged violation, or of the grievant's first knowledge thereof. However, the initial filing shall be at the lowest level at which the person hearing the grievance has the authority to issue a decision which would resolve the grievance. Further, if a grievance is based on an action or omission of a person or body which occupies a step in the grievance procedure, the initial filing shall be at that step.

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

	<u>Hold Hearing</u>	<u>Render Decision</u>
Step #1	10 work days	7 work days
Step #2	10 work days	10 work days
Step #3	15 work days	15 work days
Step #4	60 days	30 days

15.2.4 Appeals: An appeal of the decision received at any step of the grievance procedure shall be filed in writing within seven (7) work days of receipt of the written decision, except that a notice of intent to proceed to the grievance panel or arbitration shall be filed with the Commissioners by the Union within fourteen (14) calendar days of receipt of the Commissioners' decision at Step #3.

Grievances involving discipline and discharge shall be filed requesting arbitration under the auspices of the Public Employee Labor Relations Board. Grievances involving contract interpretation shall be appealed to the grievance panel.

15.3 Grievance Panel: The panel would consist of two (2) representatives for the Union and two (2) representatives from the County. Such persons will be named to the specific grievance within five (5) days following the notice of appeal by the Union. The four (4) panel members, so assembled, will choose a fifth (5th) member to serve on the panel. This person may be anyone if all four (4) panel members agree on his/her neutrality.

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

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

15.6 The Grievance Panel or the Arbitrator shall furnish a written opinion within thirty (30) days of the close of the hearing specifying the reasons for the decision. The decision of the Arbitration Panel, if within the scope of the Panel's or Arbitrator's authority and power within this Agreement, shall be final and binding

upon the Union, the County, and the aggrieved employee. Either party may appeal the arbitrator's award in accordance with RSA 542.

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

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

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

ARTICLE XVI

TRAINING

16.1 The Superintendent of Corrections shall be responsible for:

- (a) Establishing standards for training programs;
- (b) Developing and conducting training to meet the specific needs of the department and in developing and utilizing other techniques for improving employee efficiency;
- (c) Developing supervisory and management training

and other types of employee training programs;

(d) Establishing standards of performance and procedures for evaluating employee performance so as to identify training needs ;

(e) Keeping records of all approved training courses and programs and a record of employees who successfully complete such courses and programs; and

(f) Evaluating the effectiveness of training programs.

16.2 Identifying Training Needs: The Superintendent of Corrections, should seek the input of supervisors to determine the training needs of the individual employees. The Superintendent of Corrections and the Director of Human Resources should explore the availability of appropriate training and, where possible, make such training available for County personnel. While training may be related to the employee's personal career objectives, priority shall be given to County government needs.

16.3 Training: Continuing education and training within the employees' job classification mandated by state or federal law shall be provided. Additional training deemed reasonable and necessary, in the sole judgment of the County, shall also be provided. The employer will make every effort to schedule in-service training in increments of three (3) hours or more and will arrange coverage for employees engaged in employer-sponsored training. To the extent possible, in-service training shall be presented in conjunction with the beginning or end of a regularly scheduled shift.

16.4 Cross Training: Unit employees who are interested in

cross training shall make the scheduling officer aware of their interest. The scheduling officer shall make every reasonable effort to accommodate such requests.

ARTICLE XVII

SAFETY AND HEALTH

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

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

ARTICLE XVIII

SEXUAL HARASSMENT

18.1 The County of Rockingham will not tolerate the sexual harassment of any employee, client, resident, inmate, vendor or any other person dealing with the County. Conduct will be considered sexual harassment if:

- (a) Submission to or rejection of a request for a sexual favor is used as the basis for employment

decisions affecting the person who did the submitting or rejecting; or

(b) Submission to a request for sexual favors is made either explicitly or implicitly a condition of the individual's initial or continued employment; or

(c) Unwelcomed sexual advance and other verbal or physical conduct of a sexual nature interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

18.2 All complaints of sexual harassment should be referred immediately to the Superintendent or the Director of Human Resources and the matter will be promptly investigated. Confidentiality will be maintained to the extent possible consistent with the need to conduct a prompt and thorough investigation of a complaint. Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited.

18.3 Any instance of sexual harassment as described herein, any act of retaliation, or any failure to cooperate in the investigation or resolution of a sexual harassment complaint may result in disciplinary action or termination.

ARTICLE XIX

MISCELLANEOUS

19.1 Personal Property: Employees shall be reimbursed by the County for the reasonable cost for loss of or damage to any personal property which occurs during the course of their official duties and as a result of a recognized work activity.

19.2 Mileage Rate: Any employee who is required to use

the employee's private vehicle for business purposes, approved by the Superintendent and/or designee, shall be reimbursed at the rate paid to all other County employees per mile for all miles actually driven.

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

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

19.5 Physical Examination: Any physical examination for health or other reason required of a unit employee by the employer shall be provided at no cost to the employee. If any employee must use their health insurance benefit to satisfy this section, the County shall make the employee whole in cases where such use causes the carrier to deny benefit(s) or coverage under the employee's health plan.

19.6 Immunizations: The County shall make immunizations and blood tests for tuberculosis, hepatitis, influenza, HIV upon exposure to bodily fluids, and other communicable diseases as required by law, available to unit employees at appropriate intervals.

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

19.8 Appliances: A refrigerator and microwave oven in the

staff lounge is for the use of employees.

19.9 Beverages: The County will continue to furnish unit employees with coffee, milk and sugar without charge.

19.10 Deductions: To the extent the payroll system can accommodate it, payroll check stubs shall contain an itemization of all payroll deductions for the pay period, and for the year-to-date. Check stubs shall also include an accounting of accrued leave time if within the County's data processing capabilities.

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

19.12 Credit Union: An employee may join and enjoy all of the benefits and privileges offered by the New Hampshire Federal Credit Union.

ARTICLE XX

HOURS OF WORK AND OVERTIME

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

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

20.3 The work day shall include a fifteen (15) minute

briefing and training shift change period. This briefing and training shift change time shall be paid at the employee's straight-time rate.

20.4 Work Schedule: The parties agree that during the term of this Agreement the existing shift schedules for the facility shall be maintained. In selecting employees to fill open shift assignments, the Department shall consider the qualifications of the applicants, and the scheduling needs of the facility, and if the qualifications of the applicants are equal, seniority shall be the determining factor in making the assignment.

20.5 Overtime: Employees shall receive one and one-half (1.5) times their regular base hourly rate (including differentials, if any) for all hours worked in excess of forty-one and one-quarter (41.25) per week. Whenever an employee is required to work a double shift, the employee will receive one and one-half (1.5) times the employee's regular base hourly rate (including differentials, if any) for all hours worked on the additional shift. Those responsible for administering the overtime distribution policy shall follow the Superintendent's overtime policy as approved by the County Commissioners.

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

ARTICLE XXI

HOLIDAYS AND LEAVES

21.1 General Policy: Leave is any authorized absence

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

21.2 Granting of Leave: The authority to grant leave rests with the Superintendent and/or his/her designee. For all leave other than unexpected sick leave, holidays, or emergency situations, a written request indicating the kind of leave, the duration, and the dates of departure and return must be approved by the scheduling officer and the Superintendent of Corrections prior to the commencing of the leave. With the exception of scheduled annual vacation leave, requests for leave shall be acknowledged, in writing, to the employee within five (5) working days of the receipt by the Superintendent or the Superintendent's designee of the written request for leave.

21.3 Holidays: The following and any other days designated by the County Commissioners are the official holidays for the term of this Contract:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 7. Columbus Day |
| 2. Martin Luther King Day | 8. Veteran's Day |
| 3. President's Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Independence Day | 11. Christmas |
| 6. Labor Day | 12. Biennial Election Day |

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

their normal base pay plus differentials.

21.4 Employees shall work their normal schedules regardless of the occurrence of holidays. However, employees shall receive thirty-three (33) hours of leave time in lieu of the actual holidays off for the first four (4) holidays of each calendar year. Leave time must be scheduled at least three (3) weeks in advance of the time in which leave is to be taken, in accordance with the employee's preference and the needs of the Department, the approval of said leave time not being unreasonably withheld. Holidays leave time must be used by the end of the calendar year. An employee is required to work, the holiday if so scheduled, his/her scheduled workday before and after a holiday or he/she shall forfeit the pay for or accrual of such leave time. Employees shall receive eight and one quarter (8 ¼) hours pay at the employee's regular hourly rate of pay for each of the remaining seven (7) holidays (eight (8) holidays in Biennial Election years) with payment to be made for each holiday in the pay period in which the holiday occurs.

21.5 Vacations: Vacations shall be earned in accordance with the following schedule:

(a) Upon completion of one (1) year of service, eighty-two and one-half (82 ½) hours annually, accrued at the rate of 6.875 hours per month.

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

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

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

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

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

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

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

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

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

pay for that particular day.

(d) Employees who are absent three (3) consecutive work days or more must, prior to returning to duty, submit to their supervisor a note from a physician that the employee was medically incapacitated for work.

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

(f) Abuse of sick leave privilege will constitute misconduct subject to disciplinary action. Abuse of sick leave means use of sick leave for purposes other than those indicated above.

Whether or not abuse has occurred shall be determined from all the circumstances of the case, including but not limited to: Use of sick leave, unsupported by a physician's note; a discernible pattern of absences, such as the same day each week or each month; on occasions when the employee, although claiming illness, is seen under circumstances that suggest good health; or under any other circumstances which are suspicious or questionable. Chronic abuse of the

sick leave privilege may be used as a basis for dismissal. In order for abuse of sick leave to be established, an employee must first be warned, in writing, that the amount or pattern of use of sick leave is indicative of abuse.

(g) All warnings shall provide the opportunity for the employee to correct the suspected abuse of sick leave and shall notify the employee of any possible disciplinary action that may take place should the employee fail to show improvement during the next quarter. A warning may be disputed through the grievance procedure set forth in this contract.

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

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

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

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

21.11 Sick leave may be accrued from year to year but may not exceed seventy-two (72) days for an employee regularly working 24.75 to 33 hours weekly; ninety (90) days for an employee regularly working 33 to 41.25 hours weekly. Those leaving County employment with five (5) years of

continuous service and in good standing will be paid one-third (1/3) of their accrued sick time at their regular rate of pay. In the event of the death of a unit employee this benefit shall be paid to the employee's New Hampshire Retirement System Incorporated beneficiary.

21.12 Injury Leave: In the event an employee is injured on the job, such injury, however slight, shall be reported to the supervisor. In the event that Workers' Compensation covers such accident, injury or occupational disease, the employee will be placed on Workers' Compensation leave and shall draw available insurance benefits.

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

21.15 Military Leave: Any employee who is a member of a reserve force of the United States, or the State of New Hampshire, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States, or of the State of New Hampshire, shall be granted a leave of absence during the period of such activity. No vacation or sick leave which an

employee may have accumulated shall be lost because of going on active duty. Upon request any employee entering on active duty may receive a check in an amount equal to the regular pay for all or part of accumulated annual vacation leave. In the event that an employee fails to return to County employment after leaving the armed forces, accumulated sick leave shall be forfeited.

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

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

21.18 Medical Leave Without Pay: Urgent personal or medical leave for the purpose of a serious health condition of the employee, spouse, child or parent, or because of birth or the placement of an adopted child, shall be granted to full-time regular employees with one (1) year or more of continuous service for a period of up to twelve (12) work

weeks. While on medical leave each employee must keep the Superintendent of Corrections advised as to medical recovery progress. To be eligible for leave without pay for medical reasons the medical condition of the employee or of family members for which leave is taken must be certified with a physician's written medical statement.

21.19 A medical leave of absence without pay shall not affect an employee's length of continuous employment for the purposes of seniority. During a leave of absence without pay, an employee will have no loss of accrued benefits but will not continue to accrue any such benefits. The County share of Health and dental benefit payments will be paid by the County during periods when the employee is on medical leave without pay for up to twelve (12) weeks.

21.20 The employee shall be returned to the same or an equivalent position at the end of the leave without pay. Leave of absence without pay shall not be granted until all the employee's accumulated annual vacation leave and accumulated sick leave has been taken. The combination of paid and unpaid leave shall not exceed twelve (12) work weeks.

21.21 Requests for extension of a medical leave of absence without pay or benefits beyond twelve (12) work weeks may be approved by the Superintendent of Corrections, but must be requested in advance of commencing such extension.

21.22 Failure on the part of an employee to report promptly for work at the expiration of an authorized leave of absence, with or without pay, shall be considered a voluntary resignation. If an employee does not report promptly for work following an approved leave of absence or any approved extension thereof, in addition to the loss of employment, all accrued benefits not used shall lapse and be forfeited.

21.23 All requests for medical leave of absence or extensions thereof must be submitted in writing to the Superintendent of Corrections at least thirty (30) days prior to the requested starting date of such leave or extension thereof. Less notice may be given upon certification of a physician of a medical emergency.

21.24 Personal Days: Each full-time and part-time employee will earn three (3) personal days per year. A request for a personal day must be made in advance to the Superintendent of Corrections or the Superintendent's designee to allow for rescheduling. If an employee has a personal emergency that precludes giving the customary notice, the Superintendent or the Superintendent's designee may grant a personal day if said emergency precludes the employee from reporting for duty. Personal days not used prior to the end of the last pay period in the calendar year earned will be credited to accrued sick leave.

21.25 Bereavement Leave: An employee shall be allowed paid leave of up to three (3) work days between the date of death and the date of the funeral, inclusive, for the immediate family. For purposes of this section, immediate family shall be defined as spouse, parent, child, sibling, parent-in-law, grandparent, grandchild, brother/sister-in-law, son/daughter-in-law, or other relative living in the employee's household.

ARTICLE XXII

BENEFITS

22.1 Health Insurance: Regular full-time employees shall receive the New Hampshire Municipal Association Trust Point of Service (POS) or Health Maintenance Organization (HMO) health insurance plan. Unless application for group membership is made

within ten (10) days of employment, the employee must wait for the annual open period for submitting an application.

22.2 The County/Employee share of the plan premiums shall be according to the following schedule. County contributions shall begin on the date when the group membership is effective, discontinue upon termination of enrollment in the group, separation from County employment, or change to other than a full-time position.

	<u>County</u>	<u>Employee</u>
Single	90%	10%
2-Person	80%	20%
Family	80%	20%

22.3 Dental Insurance: Regular full-time employees shall receive the dental care insurance plan adopted by the County for the benefit of County employees. The County will maintain at least the current level of dental benefits for the duration of this Agreement.

22.4 Health Insurance Buy Out: An employee who would otherwise be entitled to insurance under this Article, but who is covered by similar insurance because the employee's spouse has either two person or a family membership, shall receive, with his or her regular pay, and in addition thereto, an amount equal to the following: \$150.00 mo. It is the employee's option whether or not to utilize health insurance provided by his/her spouse.

22.5 Short-Term Disability Insurance: A short term disability plan, "Option #1" from the New Hampshire Municipal Association Trust will be implemented on January 1, 2000.

22.6 Long-Term Disability Insurance: The County shall shop for a long-term disability insurance that will cover the employee until age 65.

22.7 Retirement System: It is mandatory that all employees who work a regular work week of thirty-five (35) hours or more join the N.H. Retirement System, Group II. Full-time regular employees shall be enrolled in the N.H. Retirement System Plan as soon as administratively possible following the execution of the contract. A summary of the benefits of the retirement system will be provided to each employee at the time of employment.

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

22.9 Uniforms-Initial Issue: Each new unit employee shall receive the following uniform items as an initial issue after the completion of the probationary period:

Four (4) short and/or long sleeve shirts

Three (3) pair uniform pants

One (1) uniform badge

Required chevrons, insignia, name tags, lapel pins, etc.

22.10 Replacement: The County shall replace issued items which become damaged, or worn out, as a result of employment, within a reasonable amount of time, to a maximum yearly amount of one hundred dollars (\$100.00). Repair or replacement of an officer's uniform damaged in the course of duty through extraordinary circumstances shall not be charged against the one hundred dollar (\$100.00) maximum. If a balance remains of said one hundred dollars (\$100.00) after determination by the Superintendent or the Superintendent's designee that uniform articles have been adequately maintained, the Superintendent or the Superintendent's designee may authorize the use of the remaining balance toward the purchase of approved shoes, boots, or jackets.

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

ARTICLE XXIII

WAGES

23.1 Wage Scale: Effective with the schedule as indicated, employees will be paid in accordance with the following wage scale. Across the Board Increases to be granted as follows:

Effective April 1, 2008: Four percent (4.0%) increase in base wages.

Effective July 1, 2008: Four percent (4.0%) increase in base wages.

Effective January 1, 2009: Five percent (5.0%) increase in base wages.

Effective July 1, 2009: Two and one-quarter percent (2.25%) increase in base wages.

Effective January 1, 2010: Two and three-quarters percent (2.75%) increase in base wages.

Pay increases shall be effective for the first full pay period after the effective date. For example, if the effective date is July 1 and the first full pay period after July 1 begins on July 3, the pay increase will be effective on July 3.

23.2 No step increases will be granted during the term of this contract.

23.3 Hazardous Duty Pay: Unit employees will receive twenty-five dollars (\$25.00) per week effective the first full pay period after October 9, 2007, in addition to the employee's regular base pay.

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

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

23.5 Reemployment: If a former employee is reemployed within the period of one (1) year in a class in which the employee was previously employed, the Employer may make an appointment at the same rate of pay the employee had been receiving at the termination of service.

23.6 Shift Differential: A shift differential for hours worked on the second and third shifts will be paid as follows effective on the first full pay period following October 9, 2007:

3:00 p.m. 11:00 p.m. - one dollar and twenty-five cents
(\$1.25) per hour

11:00 p.m. 7:00 a.m. - one dollar and twenty-five cents
(\$1.25) per hour

23.7 Weekend Differential: A weekend differential of \$1.00 per hour effective the first full pay period following October 9, 2007 shall be paid for all hours

worked on weekends.

23.8 Longevity increases will be granted based on the schedule to those eligible from 7/1/03-6/30/06. The Employer shall pay a longevity benefit to employees in the first paycheck following each anniversary of their original date of employment in accordance with the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
5 years	\$100.00
10 years	\$200.00
15 years	\$300.00
20 years	\$500.00

Effective with anniversaries on or after July 1, 2008, the longevity benefit shall be as follows:

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

ARTICLE XXIV

DURATION

The provisions of this Agreement shall be effective when executed and shall continue and remain in full force and shall expire on midnight, June 30, 2010.

Renegotiation of this Agreement will be effected by written notification by one party to the other no earlier than August 1, 2009. The parties shall mutually agree upon a

time and place for negotiations and shall commence negotiations within six (6) weeks of receipt of said notice.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their duly authorized officers and representatives, this 12th day of March, 2008.

ROCKINGHAM COUNTY

New Hampshire Public Workers Association

Maureen Barrow
William J. ...
Donald Fitch

Stephen Duffin
Ronald ...
Anthony ...
Roger L. ...
Mike ...

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

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

I hereby certify that the above-named personally appeared before me, and executed this Agreement.

ROCKINGHAM COUNTY CORRECTIONS UNION WAGE SCALE FOR CONTRACT ENDING 6/30/10

	Initial	Change 1 1.04 04/14/2008-7/13/08	Change 2 1.04 7/7/08-1/4/09	Change 3 1.05 1/3/09-7/3/09	Change 4 1.0225 7/8/09-12/31/09	Change 5 1.0275 effective 1/4/10
ENTRY	12.49	12.89	13.51	14.18	14.50	14.80
	13.12	13.64	14.39	14.90	15.24	15.65
	13.75	14.30	14.87	15.62	16.07	16.41
	14.18	14.75	15.34	16.30	16.47	16.92
	14.81	15.40	16.02	16.82	17.20	17.67
	15.46	16.08	16.72	17.56	17.95	18.45
	16.11	16.75	17.42	18.30	18.71	19.22
	16.76	17.43	18.13	18.93	19.48	20.00
	17.40	18.10	18.82	19.78	20.21	20.78
	18.05	18.77	19.52	20.56	20.90	21.54
	18.71	19.46	20.24	21.25	21.73	22.32
	19.28	20.00	20.90	21.84	22.32	22.84

ROCKINGHAM COUNTY
DEPARTMENT OF CORRECTIONS

Remedial Action Order

This is a written warning in accordance with sections 21.9 (f.) of the agreement between the parties.

Presented to: _____

Your sick leave usage for the _____ of 20__ is unacceptable. You used _____ days of sick leave during the quarter. No extenuating circumstances exist to justify such usage. You are hereby put on notice that if your usage of sick leave does not improve the next quarter you will be subject to disciplinary action. Your cooperation in remedying this performance problem is appreciated.

Sgt.

____/____/____
Date

I acknowledge that I have received this notice.

Correctional Officer

____/____/____
Date

cc: Lt.
Capt.
Deputy Superintendent
Superintendent
Personnel File



State of New Hampshire
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

In the Matter of

New Hampshire Public Workers' Assoc.,
Teamsters Local 633 of NH

Case No. S-0436

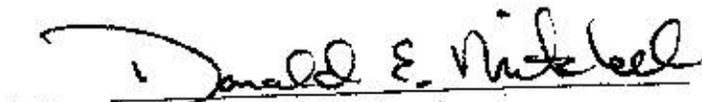
Decision No. 2008-088

ORDER GRANTING NEW AFFILIATION

A Petition to Change Affiliation Pursuant to Pub 301.04 was filed with the Board on April 10, 2008, the supporting facts of which are accepted under the affidavit of Stephen Duffy, President of the New Hampshire Public Workers Association, Teamsters Local 633 of New Hampshire. There is no objection to the change in affiliation by the existing representative. Accordingly, the Petition is granted. The certified representative shall now be referred to as the New Hampshire Public Workers' Association, Teamsters Local 633 of New Hampshire.

So Ordered.

April 10, 2008.


Donald E. Mitchell, Esq.
Executive Director

Distribution:

Stephen Duffy, President,
NH Public Workers Assoc., Teamsters Local 633 of NH
Albert Wright, Superintendent,
Rockingham County Department of Corrections

