COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ROCKINGHAM COUNTY

AND

TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE
ROCKINGHAM COUNTY DISPATCHERS

Proposed Agreement Expiring June 30, 2022

This Agreement is between the County of Rockingham, New Hampshire by and through its Board of Commissioners and on behalf of the Rockingham County Sheriff's Office ("the County") and Teamsters Local #633 of New Hampshire ("the Union"). The County's and the Union's (collectively, "the Parties") respective obligations under this Agreement are premised on, and do not arise until, the following legal pre-conditions are all satisfied: the Board of Commissioners properly ratifies this Agreement, and the County Delegation properly votes to approve any and all cost items associated with this Agreement, and the Parties have fully executed this Agreement.

The County and the Union hereby agree as follows:

1. RECOGNITION

1.1 The County hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of NH RSA 273-A:10 for all regular full-time Dispatchers and NCIC Technicians, excluding supervisors, who are included in the definition of the Unit contained in the Public Employee Labor Relations Board's "Certification of Representation and Order to Negotiate" dated November 9, 2009 All other County employees including other employees working within the Sheriff's Office are excluded from this Bargaining Unit, including but not limited to any individual falling under one or more of the exceptions to the definition of a public employee contained in RSA 273-A:1, IX (a)-(d).

1.2 New employees in the job classifications set forth in Section 1.1 shall serve a probationary period of one (1) year from the date of hire. The probationary period may be extended up to four (4) months at the Sheriff's sole discretion.

1.3 Probationary employees' service with the County may be suspended or terminated for any reason and at any time at the sole discretion of the County and neither the employee so suspended or terminated nor the Union shall have any recourse concerning any such suspension or termination.

1.4 During the probationary period, an employee shall not be covered by this Agreement. After an employee has serviced his probationary period of employment, he or she shall become a regular employee as defined in Article 1 of this Agreement, and the County shall compute his or her period of employment from the original date of hire.

2. MANAGEMENT RIGHTS

2.1 The Union recognizes the following responsibilities, rights, authority, and duties of the County, except as provisions of this Agreement modify them. The County hereby retains and reserves unto itself, except as limited herein, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire, including but not limited to the following:

a. To the executive management and administrative control of the Sheriff's Office and its properties and facilities;
b. To hire, schedule work hours and work days, make staff assignments to include scheduling and assigning on-call employees, schedule shifts and/or extra shifts, schedule overtime, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against employees, and to lay-off employees from duty because of lack of work or funds.
c. To determine the basic means and methods of operation and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative and law enforcement activities, and the terms and conditions of employment, except as limited herein.
d. To issue and modify rules of employment, including but not limited to regulations, general orders, special orders, standard operating procedures and the like governing the terms and conditions of employment of members of the bargaining unit not inconsistent with this Agreement.
e. The right to classify non-standard work assignments that are not covered by a contract or agreement and to staff assignments with employees based on the merits of the work and based on the needs of the County and its citizens.

3. DUES CHECK-OFF

3.1 Upon written authorization by a union member covered by this contract and approved by the Union Secretary Treasurer, the County, through its designated agents, agrees to deduct from the pay of each Union member so authorized the current Union dues and initiation fees as certified to the County by the Secretary of the Union. Said deductions shall be made each pay period provided, however, that if any employee has no check coming to him or her or the check is not large enough to satisfy the deduction the, and in that event, no collection will be made from said employee for that pay period.

3.2 The County or its agent shall send the amount so deducted at least one time per month, prior to the 20th of the month to the Secretary/Treasurer of the Union.

3.3 The Union agrees to hold the County harmless from any claim or liability arising out of the deduction of dues and payment to the Union under this Article.

4. DISCIPLINE AND WORK RULES

4.1 All disciplinary action shall be in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken. The Sheriff shall be responsible for determining discipline, up to and including discharge.

4.2 All suspensions and discharges shall be stated in writing and a copy given to the

employee and to the Union at the time of suspension or discharge. To the extent the employee and/or the Union representative are not present in person to receive a hand delivery of the copy at the time of suspension or discharge, the County shall forward the copy of the suspension and/or discharge via first class mail to the employee and the Union at their respective addresses of record.

4.3 Disciplinary action will normally be taken in the following order, however the County may bypass one or more of these disciplinary options if the infraction so warrants:

a) Verbal warning

b) Written warning

c) Suspension without pay

d) Discharge

4.4 No employee shall be penalized, disciplined, suspended or discharged without just cause. For purposes of this Agreement, the following shall be just cause for discipline up to and including discharge:

4.4.1 Dishonesty;

4.4.2 Stealing or removing property without having a right to such property from the County, another employee, resident, inmate or visitor of a County facility, anyone under the care and/or custody of the County, 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;

4.4.3 Misappropriation of County property and services; and

4.4.4 Willful insubordination by altering or falsifying any records or the willful making of mis-statements of fact in any phase of County government;

4.4.5 For the good of the County;

4.4.6 Incapacity or unfitness to perform his/her duties;

4.4.7 Immoral conduct including but not limited to immoral behavior by indecent conduct on the job or on any County facility or such conduct under circumstances that reflect badly on the County government as the Board of Commissioners may after hearing and deliberation determine;

4.4.8 Intoxication, including but not limited to intoxication by 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;

4.4.9 Insubordination, including but not limited to insubordination to the Sheriff, a supervisor or any other superior;

4.4.10 Neglect of duty failure to perform duties in accordance with Rockingham County policies and procedures or failure to carry out the policies or instructions of the Sheriff;

4.4.11 Willfully damaging any County property or the property of an employee, visitor, resident, inmate, or anyone under the care and/or custody of the County or visitor of any County facility;

4.4.12 The use of coarse, profane, insolent, indecent, suggestive, sarcastic or insulting language, inappropriate gestures, expressions of prejudice concerning race, religion, politics, national origin, gender, lifestyle or personal characteristics is absolutely prohibited;

4.4.13 Physical or emotional abuse of anyone in the care and/or custody of the County, by violating the rights of anyone in the care and/or custody of the County, or by the disclosure of privileged information pertaining to anyone in the care and/or custody of the County or anyone having business with the County;

4.4.14 Neglect of duty or negligence in performing duties

4.4.15 Negligence;

4.4.16 Other misconduct

4.4.17 Unexcused or excessive absences or unexcused or excessive tardiness;

4.4.18 Violation of any of the County's policies, including but not limited to any policies concerning the rules of conduct by employees contained in the County's Personnel Policies and Procedures Manual (as these policies may be amended from time to time at the County's sole discretion);

4.4.19 Violation of any policies and/or procedures contained in the Rules & Regulations Manual for the Rockingham County Sheriff's Office, the Rockingham County Sheriff's Office Standard Operating Procedures, the Rockingham County Sheriff's Office General Orders, and the Rockingham County Sheriff's Office Special Orders (as these materials may be amended from time to time at the Sheriff's sole discretion);

4.4.20 Any conduct not specifically listed above which reflects badly on the County government or amounts to wrongdoing and where the discharge

or removal of the employee would be for the good of the County.

5. GRIEVANCE PROCEDURE

5.1 DEFINITION

A grievance is defined as an alleged violation, misunderstanding, or misapplication of a specific provision of this Agreement. The grievance shall state the facts giving rise to the dispute, a description of the specific provisions of the Agreement allegedly violated, misunderstood or misapplied, and a clear description of the relief sought.

5.2 TIME LIMITS

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

5.3 GENERAL PROVISIONS

a.. Teamsters Local 633 shall be the exclusive representative of the employee at all levels of the grievance procedure and may use representatives of its own choosing.
b. Responses at all levels of the grievance procedure shall be communicated in writing to the president of the Union or his authorized designee. The Union shall be responsible for contacting the employee.
c. Failure at any grievance level to meet or to communicate the decision with the specified time limits to the president of the Union or his designee shall permit the Union president to proceed directly to the next level.
d. The time limits for the processing of grievances may be extended by written consent of both parties.
e. All grievances shall be initiated not later than five (5) calendar days after the occurrence of the event, or knowledge of the occurrence-giving rise to the grievance.
f.. Both parties to this Agreement recognize the benefit of resolving all grievances at the lowest possible level and the importance of early and effective communication in this process.

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

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

Level 3: If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the Union may, within five (5) calendar days after the decision of the Chief Deputy or designee, present the grievance in writing to the Sheriff. The Sheriff shall render a decision in

writing within twenty (20) calendar days after receiving the grievance.

Level 4: If the grievance has not been resolved to the satisfaction of the grievant(s) and the Union, the Union may within five (5) days, present the grievance in writing to the County Commissioners. The Commissioners shall respond to the grievance within twenty (20) calendar days.

Level 5: If the grievance at Level 4 is not resolved to the satisfaction of the Union at the Commissioner's level, the Union may within ten (10) calendar days after the Commissioners' decision request arbitration by submitting appropriate forms to the Public Employee Labor Relations Board. The arbitrator shall be limited to interpretation of specific provisions of this Agreement. The arbitrator shall not add to, modify, or delete any provision in the Agreement nor shall the arbitrator order the payment of any cost item that has not been previously approved as a cost item by the County Delegation. The cost of the arbitrator shall be split equally by the parties. The decision of the arbitrator shall be final and binding. Either party may appeal the arbitrator's decision in accordance with RSA 542.

6. LEAVES AND BENEFITS

Except as specifically provided herein, all leaves and other benefits, including insurance, for bargaining unit members shall be in accordance with policies as implemented and interpreted by the County and as modified from time to time by the County.

7. WAGES

7.1 The normal workweek for full-time employees is 40 hours, but this may vary in accordance with the Sheriff's Office's operational needs. The Sheriff's Office recognizes the following work time periods for shift differential purposes: 11:00 p.m. to 7:00 a.m.; and 3:00 p.m. to 11:00 p.m. Additionally, the Sheriff's Office recognizes the following work time periods for weekend shift differential pay purposes: Saturday 7:00 a.m. through Monday 7:00 a.m. Differential rates are only paid for the differential hours actually worked by the employee. The differential rates shall be as follows:

11:00 p. m. to 7:00 a.m. shift – $2.00 per hour actually worked

3:00 p.m. to 11:00 p.m. shift – $1.75 per hour actually worked

Saturday 7:00 a.m. through Monday 7:00 a.m. shifts - $1.50 per hour actually worked

7.2 The Compensation and Classification Plan, which sets the wage rate ranges for employees, is appended hereto as Appendix A and fully incorporated into this

Agreement. The parties agree that employees shall be paid at least the minimum wage rate set forth in Appendix A for the applicable year, and that no employee shall be paid more than the maximum wage rate set forth in Appendix A for the applicable year.

7.3 There will be no retroactive pay associated with this Agreement. All wage adjustments set forth herein shall occur and be implemented during the term of this Agreement and do not relate to time periods preceding the Parties' execution of this Agreement.

7.4 The County shall pay the wage adjustments set forth in this Section 7.4 provided that the following legal pre-conditions are all satisfied: the Board of Commissioners properly ratifies this Agreement, and the County Delegation properly votes to approve any and all cost items associated with this Agreement, and the Parties have fully executed this Agreement.

Effective in the second pay date in January 2020 following the Parties' execution of this Agreement, bargaining unit members shall receive a cost of living adjustment ("COLA") increase in the employee's base wage rate and, if applicable, a "lump sum" payment, as set forth in Appendix B, provided his/her performance in the most current required evaluation has been determined by the Sheriff or his/her designee to have been satisfactory.

Effective the first full pay period of July 2020 that includes all July 2020 dates, each employee in the Bargaining Unit who has not reached the maximum wage rate set forth in Appendix A will be eligible for a two percent (2%) cost of living adjustment ("COLA") increase in the employee's base wage rate, provided his/her performance in the most current required evaluation has been determined by the Sheriff or his/her designee to have been satisfactory and the 2% increase to the base rate does not exceed the maximum rate. To the extent that the employee receives less than a 2% increase in the employee's base rate because the employee's base rate reaches the maximum then the employee will also receive a prorated bonus, and the increase plus the prorated bonus shall not exceed the equivalent of a 2% increase. By way of example, if an employee currently makes $25.57 per hour, and the maximum rate is $26.00, then a 2% increase to the base rate of $25.57 per hour would surpass the maximum rate by $0.08 per hour, at $26.08 per hour, or $166.40 annualized on a 40 hour work week. In this example, the employee's rate would increase from $25.57 to $26.00 and the employee would receive a $166.40 bonus that does not increase the base wage. To the extent that an employee is receiving the maximum wage rate set forth in Appendix A prior to the first pay period that includes only July 2020 dates, the employee will receive a bonus of the equivalent of a 2% increase of their base rate and this bonus shall not increase the employee's base wage rate, provided his/her performance in the most current required evaluation period has been determined by the Sheriff or his/her designee to be satisfactory. To the extent that an employee reaches the maximum wage rate set forth in Appendix A by virtue of being eligible for this 2% COLA in the first pay period that includes only July 2020 dates, then the employee would be eligible to receive the 2% COLA but not the bonus, provided his/her performance in the most current required evaluation period has been determined by the Sheriff or his/her designee to be satisfactory.

Effective the first full pay period of July 2021 that includes all July 2021 dates, each

employee in the Bargaining Unit who has not reached the maximum wage rate set forth in Appendix A will be eligible for a two percent (2%) cost of living adjustment ("COLA") increase in the employee's base wage rate, provided his/her performance in the most current required evaluation has been determined by the Sheriff or his/her designee to have been satisfactory and the 2% increase to the base rate does not exceed the maximum rate. To the extent that the employee receives less than a 2% increase in the employee's base rate because the employee's base rate reaches the maximum then the employee will also receive a prorated bonus, and the increase plus the prorated bonus shall not exceed the equivalent of a 2% increase. By way of example, if an employee currently makes $25.57 per hour, and the maximum rate is $26.00, then a 2% increase to the base rate of $25.57 per hour would surpass the maximum rate by $0.08 per hour, at $26.08 per hour, or $166.40 annualized on a 40 hour work week. In this example, the employee's rate would increase from $25.57 to $26.00 and the employee would receive a $166.40 bonus that does not increase the base wage. To the extent that an employee is receiving the maximum wage rate set forth in Appendix A prior to the first pay period that includes only July 2021 dates, the employee will receive a bonus of the equivalent of a 2% increase of base rate and this bonus shall not increase the employee's base wage rate, provided his/her performance in the most current required evaluation period has been determined by the Sheriff or his/her designee to be satisfactory. To the extent that an employee reaches the maximum wage rate set forth in Appendix A by virtue of being eligible for this 2% COLA in the first pay period that includes only July 2021 dates, the employee would be eligible to receive the 2% COLA but not the bonus, provided his/her performance in the most current required evaluation period has been determined by the Sheriff or his/her designee to be satisfactory.

If an individual is a probationary employee at the time of the COLAs or bonus listed above, the individual will not receive the COLA or bonus in question until successful completion of the probationary period, and the payment will be prospective and will not be retroactive.

7.4 Up to two (2) dispatchers will receive a $520 stipend each fiscal year they are assigned as a dispatch trainer. Stipends will be divided evenly across each bi-weekly pay period.

The trainer(s) will be designated by the Sheriff or his/her designee from a predetermined list of dispatchers that are interested in training new dispatchers and have successfully completed a Certified Training Officers course. If a dispatcher is not currently certified but wants to be certified the dispatcher will be afforded the opportunity to get certified as determined by the Sheriff and his/her designee, and subject to budgetary constraints.

The Sheriff or his/her designee may at his/her discretion remove dispatchers from the trainer designation and may determine that any or all assignments may be unfilled. Once the designation is removed the bi-weekly stipend will cease and will be prorated as of that date.

8. SICK POOL LEAVE

8.1 The Sick Leave Pool program has been discontinued for employees without existing Sick Leave Pool Accounts. No further conversions will be allowed for any employee. However, employees with remaining Sick Pool balances may apply to utilize their remaining Sick Pool time.

8.2 A request to use such remaining balances Sick Pool Days may be placed only under the conditions listed below and are not paid out at the end of employment. Such a request shall be placed through the Sheriff, who will forward the request to the Department of Human Resources.

Use of Sick Pool Days may begin on the sixth consecutive workday absence due to illness, injury or other disability. An exception to the "six-day rule" may be granted by the Director of Human Resources in the case of recurrence and/or therapy regarding an illness for which the threshold requirement has previously been met.

A physicians' report must accompany the request to use Sick Pool Days. Periodic reports may be required.

Usage of Sick Pool Days is subject to review by the County. In the event the County deems the time away for a specific medical condition to be irregular, the County may require the employee to be evaluated by a second physician at the County's expense.

9. BULLETIN BOARDS

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

10. OVERTIME

10.1 Overtime may be paid out in compensation or accumulated in compensatory time as described in this Article 10. This Article 10 applies only to hourly non-exempt employees.

10.2 The Sheriff or his/her designee must approve all overtime worked by an hourly non-exempt employee. The Sheriff or his/her designee has the right to order an employee to work hours that are in addition to the employee's regularly scheduled hours of work.

10.3 Hourly non-exempt employees will receive overtime compensation only as set forth in this Article 10.3 as follows:

A. On the condition that an hourly non-exempt employee works all of his or her scheduled shifts for the workweek in question and does not use any unscheduled earned time or leave time during the workweek in question, then an hourly non-exempt employee who works authorized time in excess of the employee's regularly scheduled consecutive hours in one workday shall be compensated at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay for time that the employee worked authorized time in excess of the employee's regularly scheduled consecutive hours in one workday.

Definition of Scheduled Earned Time and Unscheduled Earned Time: "Scheduled earned time" occurs under only the following circumstances: (1) an employee provides a 21-day notice to the scheduling supervisor for approval, and receives approval from the scheduling supervisor, in order for time off in increments of 3 or more days consecutively or around the employee's scheduled days off to constitute scheduled earned time; or (2) an employee provides a 14-day notice to the scheduling supervisor for approval, and receives approval from the scheduling supervisor, in order for time off in increments of 2 or more days consecutively or around the employee's scheduled days off to constitute scheduled earned time; or (3) an employee provides a 7-day notice to the scheduling supervisor for approval, and receive approval from the scheduling supervisor, in order for time off for a single day to constitute scheduled earned time. Unless one of these criteria is satisfied for "scheduled earned time," the time off will be considered "unscheduled earned time" or leave time for purposes of this Article 10.3, A. Bereavement leave pursuant to the County's policies, as they may be modified from time to time at the County's discretion, will not be deemed "unscheduled earned time" for purposes of this Article 10.3, A. In the event that an employee fails to meet one of the criteria for scheduled earned time and asks for time off, and the scheduling supervisor in his or her discretion grants the time off, then the time off shall be deemed "unscheduled earned time" for purposes of this Article 10.3.A.

B. On the condition that an hourly non-exempt employee works all of his or her scheduled shifts for the workweek in question and does not use any unscheduled earned time or leave time during the workweek in question, then an hourly non-exempt employee who works authorized time on a workday that is not part of the employee's regularly scheduled workweek shall be compensated at the rate of one and one half (1½) times the employee's regular hourly rate of pay for time the employee worked on the workday that is not part of the employee's regularly scheduled workweek.

Definition of Scheduled Earned Time and Unscheduled Earned Time: "Scheduled earned time" occurs under only the following circumstances: (1) an employee provides a 21-day notice to the scheduling supervisor for

approval, and receives approval from the scheduling supervisor, in order for time off in increments of 3 or more days consecutively or around the employee's scheduled days off to constitute scheduled earned time; or (2) an employee provides a 14-day notice to the scheduling supervisor for approval, and receives approval from the scheduling supervisor, in order for time off in increments of 2 or more days consecutively or around the employee's scheduled days off to constitute scheduled earned time; or (3) an employee provides a 7-day notice to the scheduling supervisor for approval, and receive approval from the scheduling supervisor, in order for time off for a single day to constitute scheduled earned time. Unless one of these criteria is satisfied for "scheduled earned time," the time off will be considered "unscheduled earned time" or leave time for purposes of this Article 10.3, B. Bereavement leave pursuant to the County's policies, as they may be modified from time to time at the County's discretion, will not be deemed "unscheduled earned time" for purposes of this Article 10.3, B. In the event that an employee fails to meet one of the criteria for scheduled earned time and asks for time off, and the scheduling supervisor in his or her discretion grants the time off, then the time off shall be deemed "unscheduled earned time" for purposes of this Article 10.3.B.

C. An hourly non-exempt employee will receive overtime compensation when the employee's hours worked, plus holidays or accrued holiday time used, if applicable; exceed forty (40) hours in a workweek. Earned time or other paid leaves will not be counted as hours actually worked in the calculation of the forty (40) hour threshold or in the calculation of overtime.

D. An hourly non-exempt employee is not allowed to take optional shifts or compensatory time either eight (8) hours before or eight (8) hours after requested time off unless the employee cancels the requested time off.

E. If an hourly non-exempt employee schedules earned time or leave, and later forgoes that earned time or leave in order to work, then the earned time or leave will be returned to the employee's accrual bank and the employee will be paid at his or her regular rate of pay for such time worked.

F. Overtime pay will be calculated at 1½ times the employee's regular hourly rate. However, if the employee is receiving a shift differential for the overtime hours that will be the rate on which the overtime pay is calculated. (Ex. 10.00 Regular Rate of Pay + $1.25 Shift Differential = $11.25/hour x 1.5 for Overtime calculation = $16.88/O.T. hour.)

10.4 Compensation shall not be pyramided or overlapped and an employee shall not be paid twice for the same time worked.

10.5 At the sole discretion of the Sheriff or designee, employees may be allowed to swap shifts within the same workweek. Employees must maintain a time record of the time they work in the swapped shift.

10.6 Mandatory overtime shifts will be rotated through the seniority list.

11. SENIORITY

11.1 Seniority shall be determined first by rank, second by continuous service in the rank. When more than one appointment is made in any rank on any one day, seniority will be determined by the order of appointment. Where two or more members are assigned to an incident, case or a detail and one is designated in charge by a member having authority to make the designation, they shall be considered as having seniority for command purposes over other members assigned to the detail or case.

11.2 An employee's seniority may be lost for the following reasons:

a. Discharge for just cause.
b. Voluntary quit, resignation, or retirement.
c. Remaining on layoff more than 12 months.
d. Illness or injury off the job resulting in inability to perform his or her regular work with the County, which lasts longer than twenty-four (24) months, except as otherwise agreed mutually between the parties.

12. SHORT TERM DISABILITY INSURANCE

As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 12 and in the various short term disability insurance policies, the County shall provide employees in the Bargaining Unit with short term disability insurance ("STD") coverage options offered by the County to its non-affiliated personnel and the County shall pay 100% of any associated premium for such STD coverage for full time employees. The County shall pay a pro-rated amount corresponding to a pro-rated premium for any part-time employees which is based on the part-time employees' regularly scheduled hours worked. Enrollment procedures shall be handled by the County. There will be no other short term disability insurance coverage available to employees.

13. HEALTH INSURANCE

13.1 As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 13 and in the various health insurance policies, employees in the Bargaining Unit shall be entitled to participate in the health insurance coverage options that are the same or comparable to the schedule of benefits currently summarized in the "Allegiant Care (formerly known as "Northern New England Benefit Trust") Open Access Plus – Flat 1P Copay NGFA7 (NGF) Plan Summary" as of January 1, 2020 offered through Allegiant Care ("the Allegiant Care Plan"). The County shall only contribute to the health and dental benefits portions of the Allegiant Care Plan as set forth in Articles 13 and 14

of this Agreement. Enrollment procedures and premium deduction procedures shall be handled by the County. There will be no other health insurance coverage available to employees other than the Allegiant Care Plan.

13.2 Effective January 1, 2020 through June 30, 2020, the County shall pay 80% of the total 2020 health insurance premium ("the 2020 Total Health Insurance Premium") for the health insurance coverage elected by the employee under the Allegiant Care Plan and the employee shall pay the remaining 20% of the 2020 Total Health Insurance Premium provided that the 2020 Total Health Insurance Premium does not increase more than Seven Percent (7%) over the 2019 Total Health Insurance Premium. In the event that the 2020 Total Health Insurance Premium increases more than Seven Percent (7%) over the 2019 Total Health Insurance Premium, the County's contribution shall be capped at and shall not exceed an amount equal to 80% of the Total 2019 Health Insurance Premium plus any increase up to but no more than a 7% increase from the 2019 County's Health Insurance Premium Share, and the employee shall pay the remaining balance of the 2020 Total Health Insurance Premium.

13.3 Effective July 1, 2020 through June 30, 2021, the County shall pay 80% of the total 2021 health insurance premium ("the 2021 Total Health Insurance Premium") for the health insurance coverage elected by the employee under the Allegiant Care Plan and the employee shall pay the remaining 20% of the 2021 Total Health Insurance Premium provided that the 2021Total Premium does not increase more than Seven Percent (7%) over the 2020 Total Health Insurance Premium. In the event that the 2021 Total Health Insurance Premium increases more than Seven Percent (7%) over the 2020 Total Health Insurance Premium, the County's contribution shall be capped at and shall not exceed an amount equal to 80% of the Total 2020 Health Insurance Premium plus any increase up to but no more than a 7% increase from the County's 2020 Health Insurance Premium Share, and the employee shall pay the remaining balance of the 2021 Total Health Insurance Premium.

13.4 Effective July 1, 2021 through June 30, 2022, the County shall pay 80% of the total 2022 health insurance premium ("the 2022 Total Health Insurance Premium") for the health insurance coverage elected by the employee under the Allegiant Care Plan and the employee shall pay the remaining 20% of the 2022 Total Health Insurance Premium provided that the 2022 Total Premium does not increase more than Seven Percent (7%) over the 2021 Total Health Insurance Premium. In the event that the 2022 Total Health Insurance Premium increases more than Seven Percent (7%) over the 2021 Total Health Insurance Premium, the County's contribution shall be capped at and shall not exceed an amount equal to 80% of the Total 2021 Health Insurance Premium plus any increase up to but no more than a 7% increase from the County's 2021 Health Insurance Premium Share, and the employee shall pay the remaining balance of the 2022 Total Health Insurance Premium.

13.5 Any employee who is eligible for health insurance herein, but who is covered under another insurance plan that is not a County plan or the Allegiant Care Plan and who elects not to participate in health insurance available under this Agreement shall

receive any amount established annually by the County Delegation in accordance with RSA 24:13-a in addition to the employee's regular compensation. The employee will not receive this additional amount if the employee elects to participate in health insurance coverage pursuant to this Agreement. Buyouts pursuant to this Article 13.5 shall be limited to one buyout per family.

13.6 It is the express intent of both the County and the Union that health care insurance offered pursuant to the Agreement shall at all times comply with the Affordable Care Act (ACA) and any other applicable state, federal or local insurance and/or health care law, without the County being subject to any fees, fines, taxes or penalties (including but not limited to the employer shared responsibility payment and any excise tax that may be imposed on high cost employer-sponsored health insurance coverage).

Accordingly, on an annual basis, the County will analyze the census of employees eligible for coverage and the cost of health insurance for the coming fiscal year, and if it appears that healthcare premiums will exceed the limits under the law or that the scope of coverage offered by the County could result in the imposition of any fees, fines, taxes or penalties as outlined above, the County shall notify the Union of said circumstance. Upon said circumstance, the parties agree to reopen the contract upon fifteen (15) days' written notice for the purposes of negotiating alternative health insurance with the intent of avoiding the payment of such fees, fines, taxes or penalties. Upon the beginning of negotiations, the parties shall identify at least four mutually agreeable arbitrators who would be acceptable in the event that the parties fail to reach agreement.

In the event that the parties have not reached agreement within forty (40) days following the notice of reopener, then the parties agree to place the issue before interest arbitration, provided that:

1. The arbitration shall be final and binding and a decision reached within sixty (60) days following the notice of reopener;

2. The arbitrator's express duty is limited to awarding health insurance which complies with the ACA and which would not subject the County to the fees, fines, taxes or penalties provided under the ACA;

3. The arbitrator shall select a plan that achieves the above result while differing the least from the most recent negotiated health insurance plan, with a primary goal of avoiding or limiting any increase to either the employer or employee share of health insurance premiums;

4. That any award from the arbitrator shall be effective as of the plan renewal date with no retroactive reimbursement to either the County or Employees;

5. Any appeal of the arbitrator's decision shall be subject to NH RSA 542.

14. DENTAL INSURANCE

14.1 As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 14 and in the various dental insurance policies, employees in the Bargaining Unit shall be entitled to participate in the dental insurance coverage options offered through Allegiant Care provided that the employee elects Allegiant Care health and dental coverage. Enrollment procedures and premium deduction procedures shall be handled by the County.

14.2 Effective upon the Parties' execution of this Agreement and through June 2022, the County shall pay 75% of the total annual premium for dental insurance coverage under the Allegiant Care Plan as elected by the employee, and the employee shall pay the remaining 25% of the Total Dental Insurance Rate.

14.3 Bargaining Unit employees who opt for the Buy-Out provision on health insurance will be entitled to participate in the dental insurance coverage options if Teamsters offers a dental only plan or the one the County then makes available to its non-unionized personnel ("the County Plan"). The County shall pay 75% of the total premium for dental insurance coverage under the County Plan as elected by the employee, and the employee shall pay the remaining 25% of the total premium for dental insurance coverage under the County Plan.

15. EFFECT OF AGREEMENT

15.1 This instrument constitutes the entire Agreement of the County and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the Parties.

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

16. HOLIDAYS

16.1 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

16.2 Employees covered by this Agreement shall work their shift as scheduled regardless of the occurrence of holidays. Holidays are considered to begin at 11:00 p.m. on the day preceding the holiday.

16.3 Payment for holidays will be as follows:

a. Employees working the holidays or not scheduled to work and not working the holiday shall receive thirty-two (32) hours of leave time in lieu of the actual holidays off for the first four (4) holidays of each calendar year. An employee is required to work the holiday (if so scheduled) and his/her scheduled workday before and after a holiday or else he/she shall forfeit the accrued leave time unless the employee was out of work due to medical illness, injury or approved leave. Such occurrence shall be supported by a healthcare providers note.

b. Employees shall receive eight hours pay at the employee's base rate of pay, excluding shift differentials, 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. An employee is required to work the holiday (if so scheduled) and his/her scheduled workday before and after a holiday or else he/she shall forfeit the holiday pay unless the employee was out of work due to medical illness, injury or authorized leave. Such occurrence shall be supported by a healthcare provider's note.

c. If an employee actually works on one of the holidays that is approved annually by the County for premium pay, the employee shall be paid a premium rate based on one and one half times the employee's hourly straight time base rate plus any applicable shift differential for such time actually worked by the employee.

16.4 Holiday leave time accruals and payouts will be as follows:

a. This Section 16.4.a **only** applies to employees hired after December 31, 2016.

For those employees hired after December 31, 2016, current year earned accrued holiday leave time must be used by November 30th of each year and will **not** be permitted to be rolled over into the next calendar year. Any such unused holiday leave time will be paid out to the employee in the first (1st) biweekly payroll run date in December.

b. This Section 16.4.b **only** applies to employees hired *prior to* January 1, 2017. For employees who were hired prior to January 1, 2017, such employees with existing holiday accrual balances at December 31, 2016 were permitted to carry over only those 2016 balances and continue to accrue a balance of up to 160 hours ("the 160 hour holiday accrual cap"). Once the employee reaches the 160 hour cap, the employee will need to use the holidays or be paid out according to the language set forth below. The parties agree that:

(i) Employees who enter a calendar year *at* the 160 hour holiday cap will be permitted to accrue the first four (4) holidays referred to in Sections 16.1 and 16.3.a (i.e. New Year's Day, Martin Luther King Day, President's Day and Memorial Day).

(ii) Employees who reach the 160 hour holiday cap *prior to* the fourth holiday of the year (Memorial Day) shall be permitted to only accrue holiday balances through the fourth holiday of that calendar year.

(iii) Employees who reach the 160 hour holiday accrual cap at any point in time *after* the fourth holiday of the year (Memorial Day) shall be paid out for all subsequent holidays for that calendar year in the pay period in which the holiday occurs.

(iv) Employees who enter a calendar year with a holiday balance in excess of 160 hours (due to the initial December 31, 2016 carryover) shall only be eligible to accrue the first four (4) holidays of the calendar year and any unused portion (by November 30th) of those four (4) holiday accruals shall be paid out to the employee in the first (1st) bi-weekly payroll run date in December.

(v) Any holiday balances in excess of 160 hours that exist as of November 30th for employees shall be paid out to the employee in the first (1st) biweekly payroll run date in December.

17. EARNED TIME

All aspects of the Earned Time benefit available to employees shall be governed by the County's Earned Time policies, as may be modified from time to time at the sole discretion of the County. Earned Time accrual will not be adjusted retroactively. Earned Time accrual will be adjusted prospectively at the time that the Parties execute this Agreement.

18. UNIFORMS

18.1 Initial Issue – Upon passage of the 2020 Delegation approved Rockingham County

budget, the process will commence for issuing dispatcher uniforms by a defined manufacturer as selected by the Sheriff and his/her designee. Each dispatcher will receive the following uniform items: (qty-5) shirts in any configuration of long/short sleeve, (qty-4) pants and (qty-1) long sleeve fleece.

(a) Additionally, all dispatchers shall be issued footwear by a defined manufacturer(s) as selected by the Sheriff or his/her designee at a cost not to exceed seventy-five dollars ($75.00).

18.2 Newly hired dispatchers shall receive uniform as defined in section 18.1.

18.3 On an annual basis thereafter and within budgetary constraints, dispatchers may receive replacement uniform articles and footwear due to the ordinary wear and tear relating to the job functions of dispatch operations.

18.4 Beginning January 1, 2020 dispatchers will be paid an annual one hundred dollar ($100.00) stipend for the cleaning of their uniforms. The payment shall be made in the first pay period of February that includes only February dates.

19. LEAD DISPATCHER

19.1 On the occasion that there is not a supervisor working in the center a Lead Dispatcher as defined below would be considered responsible for the center and make appropriate decisions as necessary. For the time that the Lead Dispatcher is in charge of the center, the Lead Dispatcher will be compensated with one (1) dollar more per hour.

19.2 Lead Dispatchers will act as a resource for dispatchers to whom they can pose questions regarding the immediate operations of the dispatch center. Lead

Dispatchers will act as dispatch incident command during a call deemed by its type or level of emergency service response as a high priority call. Lead Dispatchers will make notification to a dispatch supervisor as soon as practical via text message or

phone call when the following (not limited to) occurs; active shooting, hostage/barricaded subjects, multi-alarm fires, mass casualty's incidents, Seabrook Station activations. If a dispatch supervisor does not respond in a reasonable amount of time the Division Commander should be notified.

19.3 This position is not considered to be a supervisor and as such is not responsible for the discipline of dispatchers. Lead Dispatcher is not intended as a new job position but rather a temporary job assignment in the absence of a dispatch supervisor.

19.4 Lead Dispatcher is not mandatory. A list of qualified Lead Dispatchers will be

determined, maintained and assigned by the Division Commander. Lead Dispatchers need to be assigned by the Division Commander or his/her designee to be compensated as a Lead Dispatcher.

20. ANTI-SPIKING

Notwithstanding any other provision in this Agreement, any separation benefits otherwise payable to an employee shall be capped at the maximum amount that will not result in the New Hampshire Retirement System assessing the County for "spiking" (such as previously codified in former RSA 100-A:16, III-a).

21. DURATION OF AGREEMENT

This Agreement shall be effective 01-01-2020 This Agreement will expire on June 30, 2022.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 3/5th day of December, 2019.

Witness

High Sheriff

ROCKINGHAM COUNTY BOARD OF COMMISSIONERS

Witness

Kevin St. James, Chair

Witness

Thomas Tombarello, Vice-Chair

Witness

Kevin L. Coyle, Clerk

TEAMSTERS LOCAL UNION 633 OF NEW HAMPSHIRE

Witness

12/18/19 RL

~~Chairman~~ STEWARD
Teamsters Local Union 633 of NH

Witness

Jefferey Padellaro
Secretary/Treasurer
Teamsters Local Union 633 of NH

Witness

Rick Laughton
Business Agent Teamsters
Teamsters Local Union 633 of NH

Appendix A

Rockingham County Compensation and Classification plan

Sheriff's Dispatchers

Teamsters Local #633 of New Hampshire

Position		January 1, 2020 to June 30, 2020		July 1, 2020 to June 30, 2021		July 1, 2021 to June 30, 2022	
		Minimum Rate of Pay	Maximum Rate of Pay	Minimum Rate of Pay	Maximum Rate of Pay	Minimum Rate of Pay	Maximum Rate of Pay
Dispatchers		Appendix B rate increases effective January 5, 2020 (or upon completion of probationary period, if applicable)		2% increase effective 07/05/2020		2% increase effective 07/04/2021	
1	Dispatch Operator	$ 18.00	$ 26.41	$ 18.00	$ 26.41	$ 18.00	$ 26.41
2	Dispatch Grant	$ 18.00	$ 26.41	$ 18.00	$ 26.41	$ 18.00	$ 26.41
3	NCIC Clerk	$ 18.00	$ 26.41	$ 18.00	$ 26.41	$ 18.00	$ 26.41

Appendix B

Rockingham County Sheriff's Dispatchers

Initial Wage Adjustments Effective 01/05/2020

(or upon completion of probationary period)

The County shall pay the wage adjustments set forth in Section 7.4 provided that all of the following preconditions are satisfied:

(a) The Board of Commissioners and the Union properly ratify this Agreement;

(b) the County Delegation properly votes to approve any and all cost items associated with this Agreement;

(c) the Parties have fully executed this Agreement; and

(d) the employee in question's performance in the most current required evaluation has been determined by the Sheriff or his/her designee to have been satisfactory.

Last Name	First Name	Hourly Pay Rate Before Adjustments	Adjusted Rate Effective 01/05/2020	Lump Sum 01/05/2020
CHAMPION	CATHALEEN	$25.57	$26.41	$1,102.40
SNYDER	JUSTIN	$25.36	$26.41	$884.00
MURPHY	CHAD	$25.57	$26.41	$1,102.40
BUONO	PETER	$25.57	$26.41	$1,102.40
DILLE	HEATHER	$24.37	$25.97	$0.00
COKER	ERIN	$22.97	$24.58	$0.00
NEWMAN	RICHARD	$19.82	$21.43	$0.00
STEER	MATHEW	$19.82	$21.43	$0.00

Probationary Individuals - as of 01/01/2020			
Last Name	First Name	Hourly Pay Rate Before Adjustments	Adjusted Rate Effective after completing probationary period
RICE	CHRISTOPHER	$19.00	$19.50
NICHOLSON	KAILA	$18.00	$18.50
OTERO	GIOVANNI	$18.00	$18.50