COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ROCKINGHAM COUNTY, NH

AND THE

TEAMSTERS LOCAL 633, SUPERVISORY EMPLOYEES OF THE ROCKINGHAM COUNTY DEPARTMENT OF CORRECTIONS

Effective

January 1, 2020

to

June 30, 2022

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AGREEMENT

This Agreement is between the County Rockingham, New Hampshire, by and through its Board of Commissioners on behalf of the Department of Corrections, hereinafter referred to as the "County"", and the Teamsters Local No. 633 of New Hampshire, hereinafter referred to as 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:

ARTICLE I
Recognition

1.1 The County hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of NH RSA 273-A for all full time employees and regular permanent part time employees in the following classifications, as set forth in the Modification of Certified Bargaining Unit; Pursuant to RSA 273-A and PELRB Decision No. 2019-230 dated October 1, 2019:

Sergeant, Corporal, Education and Program Facilitator, Mental Health Supervisor, Substance Abuse Counselor, and Case Manager.

Excluded from recognition or coverage under this Agreement, are all employees of the Rockingham County Department of Corrections who are not within the job classifications set forth in the preceding paragraph and any individual falling under one or more of the exceptions to the definition of a public employer contained in RSA 273-A:1, IX(a)-(d).

1.2 The term "employee" as used herein refers only to the members of this Bargaining Unit as listed above in Section 1.1.

ARTICLE II
Probationary Period

2.1 Employees who are not currently employed in the Rockingham County Department of Corrections and who are in the job classifications set forth in Section 1.1 shall serve a probationary period of one (1) year from their date of hire during which time they shall be termed "probationary employees". Employees who are currently employed within the Rockingham County Department of Corrections before they entered the job classifications set forth in Section 1.1 shall serve a probationary period of six (6) calendar months from their date of hire into the job classification(s) set forth in Section 1.1. The Superintendent may extend either of these probationary periods for up to four (4) months at the Superintendent's sole discretion.

2.2 Probationary employees may be returned to the position they held previously in the Department of Corrections or a like position for any reason and at any time by the Superintendent in his/her sole discretion, and provided the position or a like position is available. If no such position is available, then the employee will be offered the next lower position that is available. Neither the employee so returned nor the Union shall have recourse to the grievance procedure.

ARTICLE III
Interference with County Operations and Lockouts Prohibited

3.1 The Union and the County agree that they both desire uninterrupted service. Therefore, in consideration of this Agreement, the Union, its officers, and agents agree that they will not authorize, sanction or condone a strike, stoppage, work slowdown, boycott or any other action interfering with or designated to interfere with the work or to the operations of the Superintendent during the term of this Agreement, and the County agrees that it will not engage in any lockout during the term of this Agreement.

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

ARTICLE IV
Dues and Deductions

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

The County shall send the amount so deducted at least one time per month to the Treasurer of the Union, to the Union on or before the 20th of each month. In no case shall the County attempt to collect fines or assessments for the Union beyond the regular dues and initiation fee. Should there be a dispute between an employee and the Union or the County over the matter of deductions, the Union agrees to hold the County harmless in any such dispute.

ARTICLE V
Hours of Work and Overtime

5.1 The normal work week shall be forty-one and one quarter (41.25) hours of actual work per week and the normal work day shall be eight and one quarter (8.25) hours of work per day in anyone day provided, however, that nothing in this provision shall in any way limit or restrict the right or ability of the of the Superintendent to, in any way, change the starting or dismissal times of any employee or group of employees. The County 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 County 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

A. Instructors that are assigned to provide trainings by the Superintendent and/or his or her designee will receive the appropriate shift differentials equivalent to his or her regularly assigned scheduled shift or training shift whichever is greater.

5.2 Hourly non-exempt employees will receive overtime compensation only as set forth in this Article 5.2 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 Unscheduled Earned Time: Any time an employee requests earned time or leave after the schedule that includes the date(s) requested by the employee has already been posted by the County, such earned time or leave if granted is "unscheduled earned time" for purposes of this Article 5.2, A. Bereavement Leave pursuant to Article 12 is not included in this definition of Unscheduled Earned Time.

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 (1 ½) 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 Unscheduled Earned Time: Any time an employee requests earned time or leave after the schedule that includes the date(s) requested by the employee has already been posted by the County, such earned time or leave if granted is "unscheduled earned time" for purposes of this Article 5.2, B. Bereavement Leave pursuant to Article 12 is not included in this definition of Unscheduled Earned Time.

C. An hourly non-exempt employee will receive overtime compensation when the employee's hours worked, plus scheduled earned time, holidays or accrued holiday time used, if applicable, exceed forty-one and one quarter (41.25) hours in a workweek. Unscheduled earned time or other paid leaves will not be counted as hours actually worked in the calculation of the forty-one and one quarter (41.25) hours threshold or in the calculation of overtime.

5.3 Overtime opportunities shall be distributed equitably among employees with similar job assignments. The Superintendent shall have the authority to determine the level of authorization for overtime.

5.4 Employees covered by this Agreement who are required to attend Court for reasons related to their job shall receive their regular rate of pay for such time spent. Any funds received by the employee from said Court will be immediately turned over to the

Superintendent.

Employees covered by this Agreement who are required to report to Court for jury duty on a normally scheduled work day shall receive their base rate of hourly pay for such time spent. An affected employee must notify his/her supervisor as soon as possible and report to work on any day that he/she is not needed to serve the court and/or when dismissed early from jury duty. Any funds received by the employee from said Court will be immediately turned over to the Superintendent.

5.5 If an employee is unable to report to their shift, the employee must notify the supervisor on duty no less than two (2) hours before the start of the shift unless extenuating circumstances exist which would preclude notification, as determined by the Superintendent. Failure to report prior to the shift as set forth herein may cause the employee loss of pay for that particular day.

5.6 No one is allowed to work more than (16.5) consecutive hours unless the Supervisor, in his/her discretion, authorizes additional consecutive hours.

ARTICLE VI
Seniority

6.1 Except as set forth in Paragraph 6.6 below, seniority for purposes of this Agreement shall be determined by employees' length of service within the entire Department of Corrections and by taking into account the Department of Corrections as a whole in making decisions based on seniority. For example, a Corrections Officer who has 20 years length of service within the Department of Corrections will have greater seniority than a Supervisor who has 10 years length of service within the Department of Corrections. Seniority runs from the employee's date of hire within the Department of Corrections. Probationary employees shall not be covered by this Article until they have completed their probationary period as defined in Article II and have become either permanent full-time or permanent part-time employees, at which time their seniority shall be computed from their date of original hire by the Department of Corrections.

6.2 Preference shall be given to employees in the order of their job seniority:

a. To work opportunities in the event of layoff or reduction of personnel within their job classifications of five (5) working days, provided, however that any such layoff or reduction of personnel must be for at least one full work day, and

b. Recall to work after layoff or reduction of personnel within their job classifications of five (5) working days or less, such layoff or reduction of personnel must be for at least one full work day, and

c. Provided, however, that any such seniority rights shall prevail in cases of layoff and recall only where any employee's ability, experience, training and work record are, in the discretion of the Superintendent equal with other employees in the job classification affected and the employee is able to fill any such work opportunity and return to work.

6.3 In the event of layoff or reduction in the work force for at least one full work day, probationary employees in those job classifications affected will be laid off first. Next, employees with the least job seniority will be laid off according to their job seniority within the affected job classification pursuant to the provisions of Section 3 of this Article.

6.4 In the event of a layoff or reduction of work force in any job classification of more than five (5) work days, employees shall be laid off from that classification and assigned to the next lower job for which there is a vacant position and for which they have the necessary ability, experience, and training required for that position. In the event an employee is assigned to work in a lower job classification pursuant to the provision of this Section, said employee shall be compensated at the wage rate assigned to that lower job classification. Displaced employees in the lower job classification shall have the same right of reassignment to other lower job classifications as set forth in this Section 6.4.

6.5 In the event of a recall to work after layoff, notice of recall shall be sent to the laid off employee's last known address as shown on the Department's records. The recall notice shall state the time and date on which the employee is to return to work. A recalled employee shall be given at least seven (7) calendar days' notice to report to work. In the event a recall is necessary on less than seven (7) calendar days' notice, the Department shall call upon the laid off employee in the order of their seniority in accordance with the provisions set forth above either personally or by telephone until an employee who is able to return to work immediately is located. In such case, the employee is able to return to work immediately will be given temporary assignment not to exceed seven (7) calendar days and employees who are otherwise qualified to perform the work immediately will be given notice to report to work at the end of said seven (7) calendar day period. Qualified employees who have been given notice to report to work must; unless confined due to illness or injury, make themselves available for such work assignment no later than said seven (7) calendar day period after the notice has been given or they shall forfeit such seniority status as they have accrued with the Department, however, should there be no work assignment when the employee does report within the seven (7) calendar days set forth herein, then the employee shall retain his seniority status and shall be entitled to another notice of recall.

6.6 For purposes of bidding for an open position within a shift, the Superintendent shall post the open shift, and the employee who bids and who has the most seniority in rank shall be given preference for shift. For purposes of bidding for an open position within the same job classification, the Superintendent shall post the open position and employees within that job classification may bid for the open position, and the Superintendent shall have sole discretion to fill the classification with the most qualified employee.

6.7 An employee's seniority shall be lost for, but not limited to, the following reason:

a. Discharge for just cause, pursuant to disciplinary policy set forth in Article 26 herein;

b. Voluntary quit, resignation, or retirement

c. Failure to respond to a notice of recall, as specified in Section 6.5, of this article

d. Remaining on layoff for more than twelve (12) months' work

e. Illness or injury off the job resulting in inability to perform his or her regular work with the Department, which lasts longer than twelve (12) months.

6.8 An employee who is hired for only a limited period of time to fill a vacant permanent full time employee's limited duration not exceeding one (1) year, shall not be entitled to the terms of this Agreement until such time he/she has served in this position for the appropriate probationary period. Upon the return of the regular employee to his or her position, the employee who has been filling this position shall lose all rights granted under this Agreement.

6.9 It is specifically agreed that in the event any of the provisions of this Article conflict with any ordinances or other law or regulation, then any such provision of this article or application thereof will not be deemed valid and subsisting and any such ordinance, law, or regulation shall supersede the provisions of this Article. In the event of any such conflict, all other provisions of this Agreement and applications thereof will continue in full force and effect.

ARTICLE VII
Wages

7.1 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.

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.

7.2 The County shall pay the wage adjustments set forth in this Section 7.2 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, as set forth in Appendix B, provided his/her performance in the most current required evaluation period has been determined by the Superintendent or his/her designee to have been satisfactory.

Effective the first full pay period of July 2020 that includes all July 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 period has been determined by the Superintendent 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 $26.00 per hour, and the maximum rate is $26.40, then a 2% increase to the base rate of $26.00 per hour would surpass the maximum rate by $.12 per hour, at $26.52 per hour, or $249.60 annualized on a 40 hour work week. In this example, the employee's rate would increase from $26.00 to $26.40 and the employee would receive a $249.60 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, then 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 Superintendent 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 Superintendent or his/her designee to be satisfactory.

Effective the first full pay period of July 2021 that includes all July 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 period has been determined by the Superintendent 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 $26.00 per hour, and the maximum rate is $26.40, then a 2% increase to the base rate of $26.00 per hour would surpass the maximum rate by $.12 per hour, at $26.52 per hour, or $249.60 annualized on a 40 hour work week. In this example, the employee's rate would increase from $26.00 to $26.40 and the employee would receive a $249.60 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, then 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 Superintendent 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, 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 Superintendent or his/her designee to be satisfactory.

If an individual is an employee who has not completed one year of employment with the Rockingham County Department of Corrections (the "initial probationary period") 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 initial probationary period, and the payment will be prospective and will not be retrospective. Upon successful completion of the individual's initial probationary period, every individual who successfully completes his or her initial probationary period and therefore becomes an employee of the Bargaining Unit will be paid at least the minimum wage rate set forth in Appendix A for the applicable year.

7.3 Hazard Duty Pay

Sergeants, Corporals, Substance Abuse Counselor, Education and Program Facilitator, Case Manager and the Mental Health Supervisor shall receive a payment of twenty-five dollars ($25.00) per week for each week in which the Sergeant or Corporal, Substance Abuse Counselor, Education and Program Facilitator, Case Manager and Mental Health Supervisor in question actually works for the County regardless of the number of hours worked. This payment shall not be paid in any weeks in which the Sergeant or Corporal, Substance Abuse Counselor, Education and Program Facilitator, Case Manager and the Mental Health Supervisor in question does not work for the County. This payment shall be in addition to the Sergeants', Corporals', Substance Abuse Counselor, Education and Program Facilitator, Case Manager and the Mental Health Supervisors' respective regular rates of pay.

7.4 Annual Stipend for Certified Instructors of a Mandatory Discipline

The County will pay an annual stipend of Two Hundred and Fifty Dollars ($250.00) to only those Department of Corrections instructors who are directed by the Superintendent, in his sole discretion, to instruct a mandatory discipline that requires a perpetual instructor-level

certification that must be periodically recertified. Such mandatory instructor duties are at the Superintendent's sole direction and are not voluntary assignments. No other employees who perform other instructor duties will receive this annual stipend. The $250.00 stipend is the annual maximum stipend per employee and it shall not be compounded if the employee instructs more than one mandatory discipline that requires perpetual instructor-level certification. The annual stipend(s) paid pursuant to this Article 7.4 shall not exceed the amount that has been budgeted for such annual stipends by the Superintendent and approved by the Board of Commissioners and funded by the Delegation.

7.5 Shift Commanders shall receive Two Dollars ($2.00) per hour in addition to their base wage rate of pay for all hours actually worked by the Shift Commander. If the Shift Commander is not actually working, this Two Dollar ($2.00) per hour shall not be added to the Shift Commander's base rate of pay.

7.6 Physical Fitness Stipend – With a physician's clearance an employee shall be able to volunteer and receive seven hundred dollars ($700.00) upon successful completion of the "Cooper Standard" physical fitness testing requirements administered each year by the Rockingham County Department Corrections. The physical fitness testing will be available to employees who have completed and obtained (1) one full year of employment. Employees who participate and pass any of the (4) out of (7) "Cooper Standard" physical testing requirements will be deemed to have passed and will be eligible to receive the seven hundred dollars ($700.00) stipend in the month of October.

ARTICLE VIII
Holidays

8.1

A. The following days and no others shall be recognized as the County's designated Holidays and are considered to begin at 11:00 p.m. on the day preceding the holiday.

New Year's Day
Martin Luther King Civil Rights Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Biennial Election Day
Veterans' Day
Thanksgiving
Friday After Thanksgiving
Christmas Day

B. To be eligible for Holiday Leave pay, a non-exempt hourly employee must work the last scheduled day preceding and the first scheduled day following a holiday, unless on authorized leave.

C. For exempt employees in the Bargaining Unit, whenever a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. When the holiday falls on a Sunday, the following Monday shall be observed as a holiday.

D. Exempt employees in the Bargaining Unit shall be excused from all duty on these holidays unless the Superintendent determines that circumstances require them to work.

E. The Department requires round-the-clock, round-the-calendar service and therefore the County will make every effort to equally distribute the need for working holidays.

1. Employees shall be entitled to an alternate day off.
2. Any employee who is scheduled for duty on a holiday and fails to report for duty on that day shall forfeit that holiday, unless the employee has a written physician's certification.
3. Part-time employees must work the holiday to earn a day off in lieu of the holiday.
4. Temporary employees receive no day off in lieu of the holiday whether they work on a holiday or not.
5. Holidays will be observed on the legal holiday regardless of the County's holiday schedule.

ARTICLE IX
Longevity Pay

All aspects of Longevity Pay available to employees shall be governed by the County's Longevity Pay policies, as may be modified from time to time at the sole discretion of the County.

ARTICLE X
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.

ARTICLE XI
Personal Days

Personal days shall be paid at the employee's base rate of pay and shall not include any shift differentials. Each full-time and part-time employee will earn three (3) personal days per year. Notification of a personal day must be made two (2) hours prior to the start of the shift unless extenuating circumstances exist which would preclude the notification. Personal days not used prior to the end of the last pay period in the calendar year earned will be paid out in the first payroll in January that includes all January dates. Unused Personal days shall not be allowed to roll over into the next calendar year.

ARTICLE XII
Bereavement Leave

All aspects of Bereavement Leave available to employees shall be governed by the County's Bereavement Leave policies, as may be modified from time to time at the sole discretion of the County.

ARTICLE XIII
Family and Medical Leave Act ("FMLA") Leave

All aspects of Family and Medical Leave Act Leave available to employees shall be governed by the County's FMLA Leave policies, as may be modified from time to time at the sole discretion of the County.

ARTICLE XIV
Maternity Leave

All aspects of Maternity Leave available to employees shall be governed by the County's Maternity Leave policies, as may be modified from time to time at the sole discretion of the County.

ARTICLE XV
Military Leave

All aspects of Military Leave available to employees shall be governed by the County's Military Leave policies, as may be modified from time to time at the sole discretion of the County.

ARTICLE XVI
Jury Duty/Witness Leave

All aspects of Jury Duty/Witness Leave available to employees shall be governed by the County's Jury Duty/Witness Leave policies, as may be modified from time to time at the sole discretion of the County.

ARTICLE XVII
Training Leave

All aspects of Training Leave available to employees shall be governed by the County's Training Leave policies, as may be modified from time to time at the sole discretion of the County.

ARTICLE XVIII
Leave Without Pay

All aspects of Leave Without Pay available to employees shall be governed by the County's Leave Without Pay policies, as may be modified from time to time at the sole discretion of the County.

ARTICLE XIX
Workers' Compensation Leave

All aspects of Workers' Compensation Leave available to employees shall be governed by the County's Workers' Compensation Leave policies, as may be modified from time to time at the sole discretion of the County.

ARTICLE XX
Crime Victim Leave

All aspects of Crime Victim Leave available to employees shall be governed by the County's Crime Victim Leave policies, as may be modified from time to time at the sole discretion of the County.

ARTICLE XXI
Sick Pool Leave

21.1 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.

21.2 A request to use such remaining balances of 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 Superintendent, 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.

ARTICLE XXII
Health Insurance

22.1 As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 22 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 Plan Coverage 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 22 and 23 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.

22.2 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.

22.3 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 2021 Total 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.

22.4 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.

22.5 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 22.5 shall be limited to one buyout per family.

ARTICLE XXIII
Dental Insurance

23.1 As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 23 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.

23.2 Effective upon the Parties' execution of this Agreement and through June 30, 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.

23.3 Bargaining Unit employees who opt for the Buy-Out provision on health insurance will be entitled to participate in the dental insurance coverage options that 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.

ARTICLE XXIV
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 24 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.

ARTICLE XXV
Bulletin Boards

The Superintendent agrees to allow notices to be placed in mail slots designated by the Superintendent; i.e. Union announcements, notices, social events, and other non-controversial matters addressed to its members.

ARTICLE XXVI
Discipline and Disciplinary Procedures

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

26.2 All suspensions and discharges shall be stated in writing and a copy given to the employee and the Union at the time of suspension or discharge.

26.3 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

26.4 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:

26.4.1 Dishonesty;

26.4.2 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;

26.4.3 Misappropriation of County property and services; and

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

26.4.5 For the good of the County;

26.4.6 Incapacity or unfitness to perform his/her duties;

26.4.7 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 Superintendent may after hearing and deliberation determine;

26.4.8 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;

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

26.4.10 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 Superintendent;

26.4.11 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;

26.4.12 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;

26.4.13 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;

26.4.14 Neglect of duty or negligence in performing duties;

26.4.15 Negligence;

26.4.16 Other misconduct;

26.4.17 Unexcused or excessive absences or unexcused or excessive tardiness;

26.4.18 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);

26.4.19 Violation of any policies contained in the Department of Corrections Directives, and/or Standard Operating Procedures and/or Safety Rules and Procedures, Staff Rules and/or Oaths of Office (as these materials may be amended from time to time at the Superintendent's sole discretion).

ARTICLE XXVII
Grievance Procedure

27.1 Definition: A grievance under this Article is defined as an alleged violation of any provision of this Agreement in which the individual grievant alleges a personal loss or injury.

27.2 Informal Procedure: An employee who has a complaint must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall respond within three (3) days. It is anticipated that nearly all complaints can be resolved informally without grievance.

27.3 Formal Procedure:

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated and the reasons why the employee believes the Agreement has been allegedly violated, and the relief requested.

Step One: An employee desiring to process a grievance must file a written statement of the grievance to the Superintendent no later than ten (10) business days after the employee knew the facts on which the grievance is based. The Superintendent may assign the grievance to a command staff member of the rank of Lieutenant or above and that designee shall meet with the employee within fifteen (15) business days following receipt of the notice and shall give a written decision within fifteen (15) business days thereafter.

Step Two: If the employee is not satisfied with the decision of the Superintendent's designee, the employee may file, within fifteen (15) business days following the decision of the designee, a written appeal to the Superintendent setting forth a statement of the facts surrounding the grievance, the provision(s) of the Agreement allegedly violated and the reasons why the employee believes the Agreement has been allegedly violated, and the relief requested. The Superintendent must meet with the employee within fifteen (15) business days following receipt of the appeal and issue a written decision within fifteen (15) business days thereafter.

Step Three: If the employee is not satisfied with the decision of the Superintendent, he/she may file, within fifteen (15) business days following the Superintendent's decision, a written appeal to the Board of Commissioners setting forth a statement of the facts

surrounding the grievance, the provision(s) of this Agreement allegedly violated and the reasons why the employee believes the Agreement has been allegedly violated, and the relief requested. Within fifteen (15) business days following receipt of the appeal, the Board of Commissioners shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) calendar days following receipt of the appeal and a written decision shall be rendered within fifteen (15) business days thereafter.

Step Four: If the employee is not satisfied with the decision of the Board of Commissioners, the Union may file within twenty (20) business days following the receipt of the decision of the Board of Commissioners, a request for arbitration to the Public Employee Labor Relations Board. The Arbitrator shall be selected in accordance with the Public Employee Labor Relations Board's process regarding the selection of arbitrators. 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 decisions of the Arbitrator shall be final and binding on the Parties. Either the County or the Union may appeal the Arbitrator's decision in accordance with RSA 542.

The cost of arbitration shall be borne equally by the Parties. The foregoing time limitations may be extended by mutual written agreement of the Parties.

Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled on the basis of the last decision made by the County. Failure of the County or its representatives to provide a decision at any step of the procedure shall result in the grievance automatically progressing to the next step of the procedure.

A grievant may be present at all steps of the procedure.

27.4 Union Representation

The County agrees to allow Union representatives, stewards and/or aggrieved employees reasonable time without loss of pay during regular working hours for the purpose of collective bargaining or processing grievances, provided such time away from work does not interfere with the operations of the Department of Corrections. The Union representatives shall obtain prior permission from the Superintendent or the Superintendent's designee to absent themselves from work before leaving a work site and shall obtain prior permission of the immediate supervisor involved before interrupting the work of another employee.

Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the County harmless in any such dispute.

ARTICLE XXVIII
Separability

If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found to be contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, provided, however, that all other provisions of this Agreement and application thereof will continue in full force and effect.

ARTICLE XXIX
Uniforms

Within approved budgeted amounts, the County will provide two new uniform shirts and one pair of approved footwear per calendar year. The County will supply badges, pins, hats, jackets and any other uniform item as approved and directed by the Superintendent. The County shall replace County-issued uniform items which become damaged or worn out as a result of employment within a reasonable amount of time as approved by the Superintendent or his designee. All uniform items and any equipment issued remain the property of Rockingham County and shall be turned in by the employee upon the end of his or her employment.

ARTICLE XXX
Education Incentives

All aspects of the County's Tuition Reimbursement Program available to employees shall be covered by the County's Tuition Reimbursement Leave Program, as may be modified from time to time at the sole discretion of the County.

ARTICLE XXXI
Management's Rights

The parties agree that all the rights and responsibilities of the County which have not been specifically provided for in this Agreement are retained in the sole discretion of the County whose right to determine and structure the goals, purposes, functions, and the policies of the County shall include but not be limited to the following: (a) the exercise of all of the rights, responsibilities and prerogatives that are inherent in the County or its agents by virtue of any statutes and/or regulations and/or ordinances; (b) the right to direct employees; (c) the right to promote and to determine qualifications, promotional criteria, hiring criteria, and standards for work, performance and/or productivity; (d) the right to hire, suspend, demote, discharge or take other disciplinary actions against an employee for just cause, subject to the other provisions of this Agreement, including grievance and arbitration; (e) the right to transfer and/or relieve an employee from work because of lack of work or lack of funds; (f) the right to assign employees and place them on loan to different Departments; (g) the right to schedule work and the right to the general control of the Department of Corrections in all of its phases and details; (h) the right to take such action as in its judgment the County deems necessary to maintain the efficiency of County's operations; (i) the right to decide job classifications and to create and/or abolish job positions; (j) the right to determine the means, methods, budgetary, and financial procedures, and personnel by which the County's operations are to be conducted; (k) the right to take such actions as may be necessary to carry out the missions of the County in case of emergencies; (l) the right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith; (m) the right to determine the functions, programs and methods of the County, including the use of technology, the County's organizational structure, and the selection, duration and number of the County's personnel, so as to continue the control of governmental functions; (n) the right to subcontract or fill in with temporary or on call County employees for work that employees are unable to perform due to lack of qualifications to perform the work or due to other scheduling demands; and (o) all rights retained by virtue of RSA 273-A and any other provisions of the New Hampshire Revised Statutes Annotated or other applicable laws.

ARTICLE XXXII
Affordable Care Act

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.

ARTICLE XXXIII
Termination and Renewal

This Agreement shall be in full force and effect when executed and shall remain in full Force from 01-01-2020 and shall expire on June 30, 2022.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals by their duly authorized officers and representative, this 31st day of December, 2019.

Rockingham County Board Of Commissioners:

Kevin St. James, Chair

Thomas Tombarello, Vice-Chair

Kevin L. Coyle, Clerk

witness

witness

witness

Teamsters Local 633 Of New Hampshire:

Jeffrey Padellaro – Secretary/Treasurer

William Bousley

Joseph Conroy

Thomas Cwynar

Sean Norton

Appendix A
Rockingham County Compensation and Classification Plan
Corrections Supervisors
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*
Corrections Supervisors		Appendix B rate increases effective January 5, 2020 (or upon completion of probationary period, if applicable)		2% Increase effective July 5, 2020		2% Increase effective July 4, 2021	
1	Corporal	$ 22.00	$ 30.45	$ 22.00	$ 30.45	$ 22.00	$ 30.45
2	Sergeant	$ 24.00	$ 33.20	$ 24.00	$ 33.20	$ 24.00	$ 33.20
3	Case Manager	$ 17.43	$ 24.12	$ 17.43	$ 24.12	$ 17.43	$ 24.12
4	Substance Abuse Counselor	$ 20.74	$ 28.70	$ 20.74	$ 28.70	$ 20.74	$ 28.70
5	Education and Program Facilitator	$ 20.74	$ 28.70	$ 20.74	$ 28.70	$ 20.74	$ 28.70
6	Mental Health Supervisor	$ 23.92	$ 33.11	$ 23.92	$ 33.11	$ 23.92	$ 33.11

Appendix B

Rockingham County Corrections Supervisors

Initial Wage Adjustments Effective 01/05/2020

(or upon completion of probationary period, if applicable)

The County shall pay the wage adjustments set forth in Section 7.2 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 Superintendent or his/her designee to have been satisfactory.

Last Name	First Name	Hourly Pay Rate Before Adjustments	Adjusted Rate Effective 01/05/2020
RAYMOND	HENRY	$26.65	$28.51
CWYNAR	THOMAS	$22.32	$24.71
MATTSON	SUSAN	$20.81	$23.28
BUSCANERA	GREGORY	$20.03	$22.55
BICKFORD	GWENDOLYN	$21.47	$22.20
MOORE	MATTHEW	$21.27	$22.20
WHITE	MICHELLE	$21.37	$22.13
BROWN	RAYMOND	$21.17	$22.13
BOUSLEY	BILL	$25.07	$28.24
VOIGT	DEREK	$24.57	$26.78
NORTON	SEAN	$23.82	$25.68
FAGAN	ADRIANA	$23.82	$25.68
BANKS	JAMIE	$23.35	$25.21
CONROY	JOSEPH	$23.82	$25.46

Last Name	First Name	Biweekly Salaried Rate Before Adjustments	Adjusted Rate Effective 01/05/2020
HARDY	MARY	$2,327.23	$2,407.23
FAHRNER	APRIL	$1,695.65	$1,775.65

Probationary Individuals - as of 01/01/2020			
Last Name	First Name	Biweekly Salaried Rate Before Adjustments	Adjusted Rate Effective 04/19/2020*
CARON	FRANCIS	$1,977.60	$2,097.60
ROY	LAURIELEE	$1,977.60	$2,097.60

* *04/19/2020 is the date for completion of the employee's probationary period*