AGREEMENT BETWEEN

THE COUNTY OF ROCKINGHAM, NEW HAMPSHIRE (DEPARTMENT OF ENGINEERING AND MAINTENANCE)

AND

TEAMSTERS LOCAL #633 OF NEW HAMPSHIRE

January 1, 2017 – December 31, 2020

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Article 1 Agreement

This Agreement is between the County of Rockingham, New Hampshire by and through its Board of Commissioners and on behalf of its Department of Engineering and Maintenance ("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.

Article 2 Purpose

The general purpose of this Agreement is to set forth agreements reached between the County and the Union with respect to wages, hours and other terms and conditions of employment for those Engineering and Maintenance Department personnel who are in the bargaining unit described in Article 3 – Recognition ("the Bargaining Unit" or "this Bargaining Unit").

Article 3 Recognition

3.1 The County recognizes the Union as the exclusive bargaining agent for all regular full-time General Mechanics (Assistant Building and Grounds Technician, Painter/Carpenter, Building and Grounds Technician, Complex Projects/Maintenance Technician, Electrician/General Maintenance, Motor Services Mechanic, HVAC General Maintenance, Plumber/General Maintenance Technician), Waste Water Treatment Employees (WTF/WWTF Assistant, WWTF Operator), Electrician/Telecommunications Tech and Shift Technicians (Shift Technician/General Maintenance) 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," PELRB Decision No. 2011-198, dated July 21, 2011 and as listed on the Compensation and Classification Plan in Appendix A appended to this Agreement. All other County employees are excluded from this Bargaining Unit, including but not limited to Engineering-Maintenance Administrators, Managers, Foreman of General Mechanics, Lead Buildings and Grounds Technician, Chief Operator Water Treatment Facility/Wastewater Treatment Facility, and Lead Shift Technician/General Maintenance, and 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).

3.2 The term "employee" as used herein refers only to members of this Bargaining Unit as listed above in Section 3.1.

3.3 It is understood that nothing contained in this Article shall be construed to prevent the County or appropriate Representatives thereof from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are the proper subject of collective bargaining negotiations,

and covered by a term of this Agreement, any changes shall be made only through negotiations and agreement with the Union.

Article 4 **Probation**

4.1 Each new employee and each employee promoted to a higher classification shall serve a probationary period of one (1) year from the date of hire or promotion to a higher classification. This probationary period may be extended up to four (4) months at the sole discretion of the County.

4.2 Until a newly hired employee has served the one (1) year or extended probationary period, he/she may be discharged or laid off with or without cause. Such discharge or lay-off shall not be subject to the grievance procedure contained in this Agreement. This Section 4.2 does not apply to promoted/transferred employees.

Article 5 **Exclusions**

5.1 The inclusion or exclusion in the Bargaining Unit of new personnel classifications established by the County shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.

5.2 The exclusion of members from the Bargaining Unit for the purpose of assuming confidential status shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.

Article 6 **Non-Discrimination**

The County and the Union agree that the provisions of this Agreement shall be applied to all employees without discrimination due to age, sex, transgender status, race, color, religion, creed, marital status, physical or mental disability, national origin, sexual orientation, genetic information or any other legally protected class. There shall be no intimidation or coercion of employees who exercise their rights to bargain collectively through the Union because of their membership therein or their activities on behalf of the Union in accordance with the provisions of RSA 273-A.

Article 7 **Management 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 without being subject to the grievance and arbitration procedures of this Agreement 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, as is current practice; (g) the right to schedule work and the right to the general control of the Department of Engineering and Maintenance 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 8 **Stability of Agreement**

Should any Article, Section or Subsection thereof of this Agreement be declared invalid because it is in conflict with a federal or state law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific Article, Section, or Subsection thereof which has been declared invalid or unenforceable. Neither party is required to make a concession in order to reach agreement on the specific Article, Section or Subsection in question.

Article 9 **Union Business**

9.1 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 work of the Department of Engineering and Maintenance. The Union representatives shall obtain prior permission 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 an employee located at a different work site.

9.2 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 10 **Disciplinary Procedures**

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

10.2 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.

10.3 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

10.4 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:

10.4.1 Dishonesty;

10.4.2 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;

10.4.3 Misappropriation of County property and services; and

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

10.4.5 For the good of the County;

10.4.6 Incapacity or unfitness to perform his/her duties;

10.4.7 Immoral conduct including but not limited to immoral behavior by indecent conduct on the job or on any County facility

10.4.8 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;

10.4.9 Insubordination, including but not limited to insubordination to the Director of Engineering and Maintenance, a supervisor or any other superior;

10.4.10 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 Director of Engineering and Maintenance;

10.4.11 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;

10.4.12 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

10.4.13 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;

10.4.14 Neglect of duty or negligence in performing duties;

10.4.15 Negligence;

10.4.17 Other misconduct

10.4.16Unexcused or excessive absences or unexcused or excessive tardiness;

10.4.17 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;

10.4.18 Violation of any policies contained in the Department of Engineering and Maintenance's Directives, and/or Standard Operating Procedures and/or Safety Rules and Procedures (as these materials may be amended from time to time at the Department of Engineering and Maintenance's sole discretion);

Article 11 Consultation

Representatives of the Union may meet with the Director of Engineering and Maintenance at any time to discuss matters of concern. However, grievances must be submitted in accordance with the procedure contained in this Agreement. Further, by meeting with Union representatives as set forth in this Article, the Director of Engineering and Maintenance is not engaging in collective bargaining and such a meeting does not mean that the County is necessarily obligated to bargain about the issue under discussion.

Article 12 Grievance Procedure

12.1 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.

12.2 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.

12.3 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 Director of Engineering and Maintenance no later than ten (10) business days after the employee knew the facts on which the grievance is based. The Director of Engineering and Maintenance shall meet with the employee within five (5) business days following receipt of the notice and shall give a written decision within five (5) business days thereafter.

Step Two: If the employee is not satisfied with the decision of the Director of Engineering and Maintenance, he/she may file, within ten (10) business days

following the Director of Engineering and Maintenance'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 ten (10) 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 ten (10) business days thereafter.

Step Three: 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.

Article 13 No Strike/No Lockout

The Union and its members agree not to cause, condone, encourage, sanction, sponsor or participate in any strike, walkout, stay out, sick-out, work slowdown, withholding of services, work stoppage or any curtailment of work or interference with the operation of the County during the term of this Agreement. The County agrees to not to lock out employees during the term of this agreement.

Article 14 Wages and Hours

14.1 The normal workweek for full-time employees is 40 hours and the normal workday is 8 hours, but either may vary in accordance with the Department of Engineering and Maintenance's operational needs. The Department of

Engineering and Maintenance 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 Department of Engineering and Maintenance recognizes the following work time periods for weekend shift differential 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:

- Hours between 3:00pm – 11:00pm; One dollar and seventy-five cents ($1.75) per hour actually worked.
- Hours between 11:00pm – 7:00am; Two dollars ($2.00) per hour actually worked.
- A weekend differential of one dollar and fifty cents ($1.50) per hour shall be paid for all hours actually worked on weekends. Weekends are defined as 7:00am on Saturday through 7:00am on Monday.

14.2 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.

14.3 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.

14.4 The County shall pay the wage adjustments set forth in this Section 14.4 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 the first full pay period that includes all January 2017 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 Director of Engineering and Maintenance 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 January 2017 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 Director of Engineering and Maintenance 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 January 2017 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 Director of Engineering and Maintenance or his/her designee to be satisfactory.

Effective the first full pay period of January 2018 that includes all January 2018 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 Director of Engineering and Maintenance 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 January 2018 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 Director of Engineering and Maintenance 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 January 2018 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 Director of Engineering and Maintenance or his/her designee to be satisfactory.

Effective the first full pay period of January 2019 that includes all January 2019 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 Director of Engineering and Maintenance 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 January 2019 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 Director of Engineering and Maintenance 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 January 2019 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 Director of Engineering and Maintenance or his/her designee to be satisfactory.

Effective the first full pay period of January 2020 that includes all January 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 Director of Engineering and Maintenance 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 January 2020 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 Director of Engineering and Maintenance 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 January 2020 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 Director of Engineering and Maintenance 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. Upon successful completion of the individual's probationary period, every individual who successfully completes his or her 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.

14.5 Employees who are not able to work on any day or any part of a day must notify their immediate supervisor no less than one (1) hour before the start of the workday. If the immediate supervisor is not available, notification shall be to the Director of Engineering and Maintenance.

14.6 Any absence of employee from duty, including any absence from a single day or part of a day, that is not authorized by a specific granting of a leave of absence will be deemed to be an absence without leave. . Any such unauthorized absence shall be without pay and may be subject to disciplinary action.

Article 15 Overtime, On-Call and Crew Chief Pay

15.1 All time worked in excess of forty (40) hours in one workweek shall be paid at a rate of time and one-half the employee's regular straight time base rate of pay. Earned time or time out on any form of leave shall not be counted or included as time worked in calculating the "in excess of forty (40) hours" threshold for overtime eligibility. The following holidays shall be counted and included as time worked in calculating the "in excess of forty (40) hours" threshold for overtime eligibility: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Biennial Election Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day and Christmas Day and any alternative day that the employee takes off for one of these specific holidays if the employee actually works on the specific holiday. 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.

15.2 Overtime must be pre-approved pursuant to the current Department of Engineering and Maintenance's Directives.

15.3 Compensatory time may be granted by the County in lieu of overtime pay, at the request of the employee as follows:

15.3.1 Prior to the performance of any work for compensatory time, the County and employee must come to an agreement on the accrual and use of the compensatory time.

15.3.2 Compensatory time is accrued at 1½ times the overtime hours. (Ex. Overtime Hours = 5 x 1.5 = 7.5 Hours Comp Time)

15.3.3 The County shall grant the employee's request for use of authorized, accrued compensatory time within a reasonable period of time, unless to do so would disrupt the operations of the Department of Engineering and Maintenance.

15.3.4 It is not the County's intention to allow anyone to reach the maximum levels. Anyone who accrues 80 hours of compensatory time will not be allowed to accrue any additional overtime hours until approval is given by the Board of Commissioners.

15.3.5 The amount of accrued compensatory time is limited to 240 hours (1½ x 160) for all employees.

15.3.6 At the end of employment for any reason, the employee will be paid for unused compensatory time at the final regular rate received by said employee

15.4 The County will publish the On-Call schedule for the Department of Engineering and Maintenance on an annual basis. A monthly rotation will be in place for "regular" On-Call and for Water/Wastewater On-Call. All pertinent telephone numbers are provided on the On-Call schedule.

15.5 In the event of an incident or emergency after hours, the Shift Technician on duty will determine the need for assistance. Whenever possible, the Shift Technician will notify his/her supervisor and obtain permission to bring in the On-Call person. Emergencies at the Water or Wastewater Treatment facility will prompt the Shift Technician on duty to notify the appropriate person on call for that division.

15.6 The On-Call individuals will be paid a Thirty Dollar ($30) per week stipend, less applicable withholdings, for the week that the individual is on-call, except that if an individual is on call for Motor Services, that individual will receive a fifteen Dollar ($15) per week stipend for the Motor Services call back.

15.7 A minimum of three (3) hours pay will be paid when an employee is called in, except in cases where the on-call duty runs into a regularly scheduled shift. For example, when an employee who is assigned to the 7:00 a.m. to 3:00 p.m. shift is called in at 5:00 a.m., that employee would be paid two (2) hours (from 5:00 a.m. to 7:00 a.m.) for the call-in.

15.8 Employees called in for snow removal will be paid ½ hour travel time and that ½ hour will be considered time worked for purposes of calculating overtime. A minimum of three (3) hours pay will be paid when an employee is called in for snow removal, except in cases where the snow removal duty runs into a regularly scheduled shift. For example, when an employee who is assigned to the 7:00 a.m. to 3:00 p.m. shift is called in at 5:00 a.m., that employee would be paid two (2) hours (from 5:00 a.m. to 7:00 a.m.) for the call-in. Snow removal operations of less than three (3) hours duration will not be subject to ½ hour travel time pay.

15.9 Crew chiefs for snow storms shall be established pursuant to the schedule that is published at the beginning of each snow removal season by the Director of Engineering and Maintenance. An employee shall be paid $1.00 more than the employee's regular straight time base rate of pay for the hours that the employee actually works as Crew Chief during a snow storm. This $1.00 is not compounded or included in overtime rate calculations.

15.10 An employee shall not be paid twice for the same time worked.

Article 16 Holidays and Holiday Pay

16.1 Unless otherwise scheduled to work, employees shall be excused from work and shall receive their regularly scheduled pay for the following holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Biennial Election Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

16.2 Holidays are considered to begin at 11:00 p.m. on the day preceding the holiday. . If a holiday falls on an employee's regularly scheduled day off he/she shall celebrate the holiday on another working day, when practical as determined by the Director of Engineering and Maintenance.

16.3 Employees do not accrue holidays until the holiday in question occurs. An employee shall be entitled to holiday accrual if he/she works the regular scheduled workdays preceding and following the holiday, unless on authorized leave, but not otherwise. If an employee is scheduled to work the holiday, but calls out and does not work the holiday, then the employee is not entitled to the accrual of that holiday.

Article 17 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 18 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 19 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 20 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 21 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 22 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 23 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, as may be modified from time to time at the sole discretion of the County.

Article 24 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 25 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 26 Workers' Compensation Leave

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

Article 27 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 28 Sick Pool Leave

28.1 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.

28.2 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 Director of Engineering and Maintenance, 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 29 **Health Insurance**

29.1 As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 29 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 "Northern New England Benefit Trust CIGNA Open Access NGF-A7 Plan Summary" as of July 1, 2016 offered through Northern New England Benefits Trust ("the NNEBT Plan"). The County shall only contribute to the health and dental benefits portions of the NNEBT Plan as set forth in Articles 29 and 30 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 NNEBT Plan.

29.2 Effective upon the Parties' execution of this Agreement and through December 31, 2016, the County shall pay 80% of the total remaining 2016 health insurance premium ("the 2016 Total Health Insurance Premium) for the health insurance coverage elected by the employee under the NNEBT Plan and the employee shall pay the remaining 20% of that health insurance premium.

29.3 Effective January 1, 2017 through December 31, 2017, the County shall pay 80% of the total 2017 health insurance premium ("the 2017 Total Health Insurance Premium") for the health insurance coverage elected by the employee under the NNEBT Plan and the employee shall pay the remaining 20% of the 2017 Total Health Insurance Premium provided that the 2017 Total Health Insurance Premium does not increase more than Seven Percent (7%) over the 2016 Total Health Insurance Premium. In the event that the 2017 Total Health Insurance Premium increases more than Seven Percent (7%) over the 2016 Total Health Insurance Premium, the County's contribution shall be capped at and shall not exceed an amount equal to 80% of the Total 2016 Health Insurance Premium plus any increase up to but no more than a 7% increase from the 2016 County's Health Insurance Premium Share, and the employee shall pay the remaining balance of the 2017 Total Health Insurance Premium.

29.4 Effective January 1, 2018 through December 31, 2018, the County shall pay 80% of the total 2018 health insurance premium ("the 2018 Total Health Insurance Premium") for the health insurance coverage elected by the employee under the

NNEBT Plan and the employee shall pay the remaining 20% of the 2018 Total Health Insurance Premium provided that the 2018 -Total Premium does not increase more than Seven Percent (7%) over the 2017 Total Health Insurance Premium. In the event that the 2018 Total Health Insurance Premium increases more than Seven Percent (7%) over the 2017 Total Health Insurance Premium, the County's contribution shall be capped at and shall not exceed an amount equal to 80% of the Total 2017 Health Insurance Premium plus any increase up to but no more than a 7% increase from the County's 2017 Health Insurance Premium Share, and the employee shall pay the remaining balance of the 2018 Total Health Insurance Premium.

29.5 Effective January 1, 2019 through December 31, 2019, the County shall pay 80% of the total 2019 health insurance premium ("the 2019 Total Health Insurance Premium") for the health insurance coverage elected by the employee under the NNEBT Plan and the employee shall pay the remaining 20% of the 2019 Total Health Insurance Premium provided that the 2019 Total Premium does not increase more than Seven Percent (7%) over the 2018 Total Health Insurance Premium. In the event that the 2019 Total Health Insurance Premium increases more than Seven Percent (7%) over the 2018 Total Health Insurance Premium, the County's contribution shall be capped at and shall not exceed an amount equal to 80% of the Total 2018 Health Insurance Premium plus any increase up to but no more than a 7% increase from the County's 2018 Health Insurance Premium Share, and the employee shall pay the remaining balance of the 2019 Total Health Insurance Premium.

29.6 Effective January 1, 2020 through December 31, 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 NNEBT Plan and the employee shall pay the remaining 20% of the 2020 Total Health Insurance Premium provided that the 2020 Total 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 County's 2019 Health Insurance Premium Share, and the employee shall pay the remaining balance of the 2020 Total Health Insurance Premium.

29.7 Any employee who is eligible for health insurance herein, but who is covered under his or her spouse's insurance plan that is not a County plan or the NNEBT 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 29.7 shall be limited to one buyout per family.

29.8 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 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 30 Dental Insurance

30.1 As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 30 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 NNEBT provided that the employee elects NNEBT health and dental coverage. Enrollment procedures and premium deduction procedures shall be handled by the County.

30.2 Effective upon the Parties' execution of this Agreement and through December 31, 2016, the County shall pay 75% of the total annual premium for dental insurance coverage under the NNEBT Plan as elected by the employee, and the employee shall pay the remaining 25% of the Total Dental Insurance Rate.

30.3 Effective upon the Parties' execution of this Agreement and through December 31, 2020, the County shall pay 75% of the total annual premium for dental insurance coverage under the NNEBT Plan as elected by the employee, and the employee shall pay the remaining 25% of the Total Dental Insurance Rate.

30.4 Bargaining Unit employees who opt for the Buy-Out provision on health insurances 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.

Article 31 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 31 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 32 Payroll Deduction of Dues

32.1 The County agrees to withhold the bi-weekly deduction of Union dues and initiation fee from each employee who has completed the probation period and signed an authorization card and send said dues monthly to the Treasurer of the Union.

32.2 If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues then no deduction will be made from that employee. In no case will the County attempt to collect fines assessments for the Union beyond the regular dues.

Article 33 Uniforms

The County will provide employees with an annual allowance of $225.00 in order for employees to purchase uniforms by ordering uniforms through the Department of Engineering and Maintenance. Uniforms will be returned to the Department of Engineering and Maintenance by the employee at the end of employment. It shall be the employees' responsibility to clean the uniforms and maintain the uniforms in good condition to the extent possible.

Article 34 Bulletin Boards

The County shall provide space on bulletin boards for the posting of notices of the Union addressed to the members. The County shall locate its bulletin boards at convenient places within the Department of Engineering and Maintenance. No Union notices shall be posted and/or placed in or around the County's property except on such boards and no notice shall be posted until it has been signed by either the president or secretary of the Union.

Article 35 Performance Evaluations

35.1 The Director of Human Resources shall be responsible for maintaining an employee performance evaluation system. The responsibility for evaluating employee performance rests with the supervisor and the Director of Engineering and Maintenance. The supervisor or the Director of Engineering and Maintenance shall make a written evaluation of the employee's performance once annually. Employee evaluations may be accomplished by a group or an individual who has supervised the employee during the evaluation period and shall be signed by all who participated in the evaluation.

35.2 Each employee shall have the right to examine any evaluation made of his/her performance by an authorized superior immediately following such evaluation. Supervisor/employee discussion prior to any written evaluation is encouraged.

Article 36 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).

Article 37 **Effect of Agreement**

37.1 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.

37.2 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.

Article 38 **Duration of Agreement**

This Agreement shall be in full force and effect from and after January 1, 2017 and shall expire on December 31, 2020.

IN WITNESS WHEREOF, the parties have executed this Agreement this 5th day of January, ~~2016.~~ 2017

COUNTY COMMISSIONERS 12/22/2016

Thomas Tombarello, Chair

Kevin L. Coyle, Vice Chair

Kevin St. James, Clerk

TEAMSTERS LOCAL 633

Rick Laughton, Business Agent
Teamsters Local Union 633 of NH

David W. Laughton – Secretary/Treasurer
Teamsters Local Union 633 of NH

APPENDIX A

Rockingham County Compensation and Classification Plan
Department of Engineering and Maintenance
Teamsters Local #633 of New Hampshire

	Position	January 1, 2017 to December 31, 2017		January 1, 2018 to December 31, 2018		January 1, 2019 to December 31, 2019		January 1, 2020 to December 31, 2020	
		Minimum Rate of Pay	Maximum Rate of Pay	Minimum Rate of Pay	Maximum Rate of Pay	Minimum Rate of Pay	Maximum Rate of Pay	Minimum Rate of Pay	Maximum Rate of Pay
		2% Increase		2% Increase		2% Increase		2% Increase	
General Mechanics & Shift Technicians									
1	Plumber/General Maintenance Technician	$ 18.86	$ 26.10	$ 18.86	$ 26.10	$ 18.86	$ 26.10	$ 18.86	$ 26.10
2	Electrician/General Maintenance	$ 18.86	$ 26.10	$ 18.86	$ 26.10	$ 18.86	$ 26.10	$ 18.86	$ 26.10
3	Electrician/Communications Technician	$ 20.22	$ 28.00	$ 20.22	$ 28.00	$ 20.22	$ 28.00	$ 20.22	$ 28.00
4	HVAC/General Maintenance	$ 18.86	$ 26.10	$ 18.86	$ 26.10	$ 18.86	$ 26.10	$ 18.86	$ 26.10
5	Motor Services Mechanic	$ 18.86	$ 26.10	$ 18.86	$ 26.10	$ 18.86	$ 26.10	$ 18.86	$ 26.10
6	Complex Projects Maintenance Technician	$ 17.75	$ 24.58	$ 17.75	$ 24.58	$ 17.75	$ 24.58	$ 17.75	$ 24.58
7	Building & Grounds Technician	$ 16.52	$ 22.87	$ 16.52	$ 22.87	$ 16.52	$ 22.87	$ 16.52	$ 22.87
8	Painter/Carpenter	$ 16.52	$ 22.87	$ 16.52	$ 22.87	$ 16.52	$ 22.87	$ 16.52	$ 22.87
9	Shift Technician/General Maintenance	$ 16.52	$ 22.87	$ 16.52	$ 22.87	$ 16.52	$ 22.87	$ 16.52	$ 22.87
10	Assistant Building & Grounds Technician	$ 14.79	$ 20.48	$ 14.79	$ 20.48	$ 14.79	$ 20.48	$ 14.79	$ 20.48
Water & Wastewater Treatment									
10	Water/Wastewater Treatment Facility Operator	$ 18.86	$ 26.10	$ 18.86	$ 26.10	$ 18.86	$ 26.10	$ 18.86	$ 26.10
11	Water/Wastewater Treatment Facility Assistant	$ 18.06	$ 25.00	$ 18.06	$ 25.00	$ 18.06	$ 25.00	$ 18.06	$ 25.00

IMPORTANT NOTICE

ALL MEMBERS ARE URGED TO CONTACT THE LOCAL UNION OFFICE IMMEDIATELY UPON THE FOLLOWING:

- A change in Name
- A change in his/her home address
- Desire to change beneficiaries through the following offices:

  Local Union Office
  Health Insurance Office
  Pension Fund
  Credit Union Office

- Termination of employment

WITHDRAWAL CARD

A member may request a Withdrawal Card immediately upon termination of employment. A member may request a Withdrawal Card if he/she is temporarily out of work due to workers' compensation, off-the-job injury or sickness, or on a lengthy leave of absence.

Failure to request a Withdrawal Card for any of the reasons above, could put you in a delinquent status and possibly pay re-initiation fees.

Teamsters Local Union 633
53 Goffstown Road, Suite A
Manchester, NH 03102
Tele: (603) 625-9731/Fax: (603) 625-6767