

**AGREEMENT BETWEEN SULLIVAN COUNTY AND  
NATIONAL CORRECTIONAL EMPLOYEES UNION  
AND ITS SULLIVAN COUNTY LOCAL 127  
ON BEHALF OF CERTAIN EMPLOYEES OF THE  
SULLIVAN COUNTY CORRECTIONS DEPARTMENT**

**EFFECTIVE  
JULY 1, 2020 - JUNE 30, 2023**

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### PREAMBLE

Pursuant to the provisions of the New Hampshire Labor Relations Act (RSA 273-A, sections 1 through 17, as amended) the parties hereto have entered into this agreement in order to establish mutual rights, preserve proper employee morale, and to promote effective and efficient county operations.

## **ARTICLE I PARTIES**

The Sullivan County Commissioners (hereinafter referred to as the “Employer”) and the National Correctional Employees Union (NCEU), and its Sullivan County Local 127 (hereinafter referred to as the “Union”) agree as follows:

## **ARTICLE II RECOGNITION**

1. The County hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to the provisions of New Hampshire RSA 273-A per the Certification Case No. G-0238-1, Decision 2016-259 dated November 2, 2016 for the purpose of establishing the terms and conditions of employment for all bargaining unit employees.

2. The Bargaining Unit shall consist of all full-time corrections officers. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those employees in the job classifications set forth in this paragraph.

3. It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes Annotated or other law shall in no way be abridged or limited by any of the provisions of this Agreement, and to the extent that any provision of this Agreement contradicts any such law the provision(s) of law shall prevail.

**ARTICLE III  
MANAGEMENT CLAUSE**

Except as specifically limited or abridged by the terms of this Agreement, the management of the Sullivan County Department of Corrections (DOC), in all its phases and details, shall remain vested exclusively in the Employer and its designated agents. The Employer and its agents shall have jurisdiction over all matters concerning the management and operation of the DOC, including but not limited to, the right to decide functions, programs and methods to be used for all the operations of the DOC, including the use of technology, the DOC organizational structure and the selection, direction, training, schedule and number of all personnel so as to continue public control of governmental functions as well as all rights retained by virtue of New Hampshire Revised Statutes Annotated Chapter 273-A. It is further specifically agreed that this Article shall not be subject to the Grievance Procedure Article as hereafter set forth.

**ARTICLE IV  
UNION RIGHTS**

1. Access to the Facility: Per DOC policy, all visitors must comply with the DOC Volunteer Application process, which includes background checks as well as PREA and Inmate Manipulation training. Subject to compliance with this process and upon prior notice to and approval from the Superintendent or designee, which approval will not be unreasonably denied, NCEU representatives shall be allowed to visit members in non-restricted work areas during working hours for the purposes of conferring on conditions of employment and assisting with the resolution of grievances, provided that such visitations occur during break periods and other times as approved and do not disrupt any work activity.

2. Upon compliance with the DOC Volunteer Application process and upon prior notice to and approval from the Superintendent or designee, NCEU representatives, with an escort designated by the Superintendent, shall be allowed to visit current members at work stations.

3. Use of the Facilities: Upon the approval of the Superintendent or designee, members of the bargaining unit may be afforded the use of meeting rooms at the correctional facility, or at the Ahern building on the Unity campus, so long as such use is not in conflict with County business.

4. Union Officials: The County agrees to recognize the following Union officials duly authorized by the Union for purposes of handling Union business: President, Vice President, and Chief Steward.

- a. There may be one Steward designated on each shift recognized by the County to process initial grievances.
- b. The Union shall furnish the names of the Union officials, Stewards and/or designees and will keep the list current.
- c. The superintendent may authorize a reasonable amount of time during work hours without loss of pay to permit the Union Officials/Stewards to carry out responsibilities to the employees in the unit insofar as this activity does not interfere with the performance of duties. However, it is understood that no more than one (1) steward shall be allowed work time to investigate grievances at any given time. It is further agreed that union employees shall be permitted access to designated union officials to discuss union issues during work hours. The Union agrees that it shall guard against the use of excessive time.

d. Representatives of the Union and the Chief Steward shall have access to the Ahern building on the Unity campus during their non-scheduled work time for the purposes of adjusting grievances, negotiating the settlement of disputes and for carrying out the responsibilities of representation as required by the Union and this Agreement.

5. Union Leave: Union leaders shall be allowed an aggregate of four (4) days off per year to attend the annual National Correctional Employees Union conference, trainings, or New Hampshire Regional meetings. In year one of this agreement the four (4) days shall be provided without loss of pay. Thereafter, the four (4) aggregate days shall be without pay. The Union shall provide Employer no less than two (2) weeks' notice prior to using Union leave.

6. -In July or upon request by the Union, the County shall furnish to the Union an alphabetical listing of the names and addresses of the employees in the bargaining unit.

7. Human Resources shall notify the Union of all bargaining unit members whose status has changed from "Probationary" to "Regular" on a monthly basis.

#### **ARTICLE V LABOR/MANAGEMENT COMMITTEE**

The Union and Management agree that at least once per quarter (or more often if desired or necessary), the parties shall hold a joint labor/management meeting to address matters of concern that are or are not covered by this Agreement. Either party may call for such a meeting with notice of at least five working days, and neither party may unreasonably deny a request to meet. The parties shall endeavor to exchange agenda and topics of discussion five working days prior to said meeting.

The Labor/Management Committee will consist of the Superintendent and/or designee, Human Resources Director or designee, and up to four members elected or appointed by the

Union. Each party shall be entitled to have present not more than four (4) representatives unless additional representatives are permitted by prior agreement.

**ARTICLE VI  
INTERFERENCE WITH COUNTY OPERATIONS  
AND LOCKOUTS PROHIBITED**

1. The Union, its officers and agents agree that they will not authorize, sanction, participate in or condone a strike, work stoppage, work slowdown, boycott, or any other action interfering with or designed to interfere with any of the work or operations of Sullivan County Dept. of Corrections or of Sullivan County government during the term of this Agreement, and the Employer agrees that it will not engage in any lockout during the term of this Agreement.

2. Both parties agree that they will immediately disavow any such action set forth in Paragraph 1 above taken by any employee or group of employees and the Union shall take all reasonable means to induce such employee or group of employees to terminate such action forthwith. The Employer retains the right to take any action as may be available pursuant to RSA Chapter 273-A:13 as it now exists or may later be amended during the term of this agreement.

**ARTICLE VII  
PROBATIONARY EMPLOYEES**

All newly hired employees must serve a probationary period of one (1) year from date of hire. During this probationary period, the individual will be considered an employee-at-will without just cause protection.

**ARTICLE VIII  
WAGES**

1. The position of full-time corrections officer is at Grade 7 on the County's Group II wage scale as prepared by Municipal Resources, Inc. and presented to the County on November 7, 2016, which shall be recognized by the Parties upon ratification of this contract.
2. Upon ratification of this contract and thereafter annually on July 1 for the duration of this agreement, the wage range shall be adjusted by two percent (2%).
3. Effective the first full pay period following ratification of this contract, all employees shall receive a one dollar twenty-five cent (\$1.25) per hour increase in their base pay plus an additional two percent (2%) increase to base pay. Any employee whose base pay after these increases is still below the adjusted minimum range of Grade 7 shall have their base pay increased to the new minimum range.
4. Effective the first full pay period following July 1, 2021 all bargaining unit employees shall receive a two percent (2%) wage increase applied to the base rate of pay up to maximum range for their job classification.
5. Effective the first full pay period following July 1, 2022 all bargaining unit employees shall receive a two percent (2%) wage increase applied to the base rate of pay up to maximum range for their job classification.
6. Effective July 1, 2020, and annually for the duration of this contract in the first full pay period that includes their anniversary date of hire, employees will be eligible for a merit increase to base pay up to the maximum range of Grade 7. The total amount of merit pay to be distributed shall be equal to one percent (1%) of the total base salaries of the bargaining unit's membership. The amount of the merit-based wage increase shall be determined by the Superintendent and shall be based upon the results of a performance evaluation process that will



include, but not be limited to, a written evaluation performed by the employee's supervisor. The Superintendent will consider the written evaluation, the employee's personnel file, the recommendations of command and administrative staff, and such other information the Superintendent may determine in his discretion to be relevant before making a recommendation to the County Manager of the base wage adjustment. The recommendation of the Superintendent and/or the decision of the County Manager regarding base wage adjustments shall not be grievable.

#### **ARTICLE IX DIFFERENTIALS**

1. Employees required to work over two consecutive hours between 3:00 p.m. and 11:00 p.m. shall be paid, above their base rate of pay, an additional \$1.00 per hour for each hour worked during this time period.
2. Employees required to work over two consecutive hours between 11:00 p.m. and 7:00 a.m. shall be paid, above their base rate of pay, an additional \$1.15 per hour for each hour worked during this time period.
3. Weekend Differential: Employees working over two consecutive hours between 11:00 PM Friday to 11:00 PM Sunday shall be paid an additional 15% of base pay per hour for all hours worked.
4. FTO Differential: Employees who are field training officers (FTO) shall receive twenty-five cents (\$0.25) per hour worked in that capacity.
5. Employees are required to punch in twelve (12) minutes early for the purposes of shift change. Employees shall be credited with one (1) hour overtime for the hour worked if the

employee has worked their normal 40-hour schedule. If the employee has worked less than 40 hours, the briefing time will be paid at regular base rate.

**ARTICLE X  
HOURS OF WORK AND  
CALL BACK TIME**

Unless otherwise changed by written mutual agreement between Management and the Union, normal shifts shall be: 7am to 3pm, 3pm – 11pm, and 11pm – 7am. Time worked in excess of forty (40) hours per week shall be compensated at a rate of one and one-half (1-1/2) times the employee's base rate of pay.

1. An employee covered by this Agreement who has left his/her normal place of work and the premises of the DOC for his/her residence and is called back for work shall be guaranteed a minimum of three (3) hours' pay at the employee's base rate of pay.

2. For mandatory in-service programs authorized by the County, employees required to attend will be compensated for time spent at the program only, at base rate of pay for hours less than forty (40) hours per week and time and one-half hours for hours over forty (40) per week.

**ARTICLE XI  
VOLUNTARY AND MANDATORY SHIFT COVERAGE**

Overtime Distribution: It is recognized that on occasion shift coverage or overtime work is necessary and that for some employees it may be desired while for others it may be a burden. Therefore, the following provisions shall apply:

1. The Captain or his/her designee shall give as much notice as practicable when shifts or portions thereof will need to be covered.

2. **Voluntary Coverage:** When coverage is needed, it shall be offered first to per diem officers, followed by employees covered under this contract.
  - a. A roster of members will be kept by the Captain or designee, who shall utilize the roster to ensure that coverage opportunities are equally available to all members. The members on the roster will be called in order until someone accepts or the list is exhausted (in which case see paragraph 3, below). The next time someone is needed for shift coverage the Captain or designee shall call the next person on the roster after the employee who accepted the assignment.
  - b. In the event that an error is made in the good faith administration of this section and an eligible member is not called as provided for herein, upon making him- or herself known, said member shall be called first for the next assignment. The affected member shall not be entitled to the receipt of pay or other compensation for the missed opportunity.
  
3. **Mandatory Coverage:** The Parties will endeavor to cover all shift assignments on a voluntary basis. In the event that employees do not voluntarily accept shift coverage assignments, the mandatory assignment of coverage shall be required.
  - a. The same roster shall be used as the mandate list. The member or members working on the day the coverage is needed and is at or near the top of the list shall be mandated to stay and fill the assignment. The member will be moved to the bottom of the roster after the member has worked any portion of the mandated shift. A member who serves (4) hours of volunteered coverage will

also be moved to the bottom of the roster and will be called last for the next assignment available.

- b. Time worked in the normal course of duty such as finishing reports, responding to emergencies, hospital duty, etc., will not qualify as mandated overtime and is not subject to moving the officer on the roster unless he or she reaches four (4) hours of overtime and chooses to be placed on the bottom of the list.

4. The Captain or designee will make available a mandated coverage list to all bargaining unit members so as to provide accountability of the fairness of the process.

**ARTICLE XII  
DEFINED BENEFIT VACATION TIME**

1. Vacation time may be used in one (1) hour increments and Employees shall earn vacation time based on years of continuous service from the most recent date of hire as follows:

0 thru 4 years of continuous service:	80 hours vacation per calendar year
5 thru 9 years of continuous service:	120 hours vacation per calendar year
10 thru 17 years of continuous service:	160 hours vacation per calendar year
18 plus years of continuous service:	200 hours vacation per calendar year

2. In order to promote a fair and equitable allocation of vacation time among employees there shall be two (2) rounds of bidding for vacation time based upon seniority. Seniority for vacation bidding shall be based upon most recent date of hire. The bidding process shall be as follows:

- a. The employer shall publish a tentative work schedule for the next calendar year on November 1 of the current year.
- b. Prior to December 1 all employees eligible for vacation time shall complete a vacation bid form setting forth in order of preference from 1 and up to 10

blocks, with 1 being the most preferred, the work week (5 days unless the employee is regularly scheduled for less than 5 days) or weeks of vacation the employee is requesting for the next calendar year. The employee must select vacation in blocks of one or more complete weeks except that no employee can be granted more than two (2) weeks of vacation during the months of June, July and August. The vacation bid form shall be filed with the Superintendent or designee on or before December 1 and the employee shall be given a receipt for the vacation bid request form.

- c. The first block of vacation selection shall be scheduled based upon seniority -- from most senior to least senior -- with the most senior employee being scheduled for the most preferred vacation time on the employee's vacation request slip.
- d. The second block of vacation selection shall be scheduled based upon reverse seniority -- from least senior to most senior -- with the least senior employee being scheduled for the most preferred vacation time on the employee's vacation request slip.
- e. The Employer shall post by December 15 a tentative vacation schedule for the next calendar year which sets forth the employee schedule and vacation time as allocated under the vacation bidding process.
- f. It is the intent of the vacation bidding process to ensure that employees participating in the vacation bidding process have certainty in their scheduled vacation time as allocated upon completion of the bidding process. The

employer, absent an emergency event, shall not alter the vacation schedule of an employee established by the bidding process.

- g. Failure to file the bid request form prior to December 1 shall result in the employee forfeiting the opportunity to have vacation scheduled under the vacation bidding process.

3. All vacation time not allocated under the two-round vacation bidding process set forth above shall be scheduled on a first come first serve basis by the Employer, taking into consideration the operating needs of the Employer. The procedure shall be as follows:

- a. Employee shall make a written request for vacation to the Superintendent or designee at any time after December 15 of the preceding calendar year. The Employer shall provide a receipt for the vacation request setting forth both the date and time of the submission of the vacation request.
- b. Employer shall respond to a vacation request within five (5) working days;
- c. Employer will update and post the schedule on a weekly basis to assist both the employer and employee in managing vacation time;
- d. Employees are encouraged to submit vacation as early as possible to ensure that the employee has the opportunity to fully utilize vacation time.

4. It is the intent of both the Employer and the Union that employees use their vacation time during the calendar year that they are eligible. It is not the intent of the Employer and the Union that an employee forfeits unused vacation time if the employee had said vacation time actually scheduled in accordance with the provisions of this Agreement and the vacation is cancelled by the Employer due to an emergency. If the Employer cancels an employee's scheduled vacation in November and/or December the employee

may, at the employee's election, be paid by the Employer for the vacation time cancelled or the said employee may reschedule and use said vacation time prior to the end of February the following year. If the Employer cancels an employee's scheduled vacation prior to November 1 the employee may, at the employee's election, be paid by the Employer for the vacation time cancelled or the said employee may reschedule and use the said vacation time prior to the end of that calendar year.

5. Vacation days when paid under this Agreement shall be paid at the employee's base rate of pay for up to 8 hours.

**ARTICLE XIII  
SICK DAYS, EXTENDED SICK LEAVE  
AND LONG-TERM DISABILITY**

1. Employees shall earn six (6) sick days per year upon the effective date of this agreement and each year thereafter while this agreement is in effect.
2. Employees hired after signing of this agreement, unless otherwise provided herein, shall earn sick days upon completion of three (3) months of satisfactory employment.
3. Employees may use sick days as follows:
  - a. With notice by the employee to the employer a minimum of two (2) hours before beginning of the scheduled shift;
  - b. For employee illness, medical care and/or treatment;
  - c. Sick time may be used in any increment above one hour.
  - d. A physician's report certifying the employee's ability to return to work shall be required by the Employer and shall be provided by the employee prior to

the employee's return to work if the employee has used three (3) or more consecutive sick days.

- e. A physician's report certifying the employee's ability to return to work may be required by the Employer any time after the employee's request for use of sick time. The employee shall promptly comply with the Employer's request for said physician's note. The Employer shall request a physician's report under the provisions of this paragraph only if the Employer has a good faith basis to believe that the employee is not fit to return to work.

4. Sick time when paid under this Agreement shall be paid at the employee's base rate of pay for up to 8 hours.

5. Unused sick time shall have no cash value and shall not be transferable or redeemable at the end of employment. Unused sick time at the end of each year, except as otherwise provided, shall be converted to Extended Sick Leave hours at a rate of eight (8) hours of sick time to eight (8) hours of Extended Sick Leave, or any portion thereof.

#### **EXTENDED SICK LEAVE**

6. Extended Sick Leave is intended to provide security, in addition to other insurance benefits, by allowing employees to use Extended Sick Leave for extended periods of personal illness. The maximum amount of Extended Sick Leave which an employee can accrue is four hundred (400) hours. Once the maximum number of Extended Sick Leave hours is reached no additional time shall accrue. Extended Sick Leave hours may be used only when the employee qualifies for and is receiving the benefit of FMLA. Employees not covered and receiving benefit of FMLA shall not have access to Extended Sick Leave time.



7. Extended Sick Leave time when paid under this Agreement shall be paid at the employee's base rate of pay for up to 8 hours per day.

8. Unused Extended Sick Leave time shall have no cash value and shall not be transferable or redeemable at the end of employment.

#### **LONG-TERM DISABILITY INSURANCE**

9. Employer shall provide insurance for long-term disability (LTD) payments upon 90 days of qualified absence. LTD will compensate the employee for sixty percent (60%) of lost base pay for qualified absences up to program limits. To be eligible for LTD, the employee shall have used all of his or her available sick, extended sick leave, and vacation time.

#### **ARTICLE XIV HOLIDAYS**

1. The following days, and no others, shall be recognized as legal holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving
- Christmas Day

2. To receive Holiday Pay, an employee must work his or her last scheduled day preceding the holiday and the first scheduled day following the holiday, regardless of working the holiday, unless scheduled for vacation.

3. Eligible employees who work a holiday will receive double their base rate of pay for hours worked on the holidays. Eligible regular full-time employees who do not work a holiday will receive 8 hours of holiday pay at their base rate of pay. Base rate of pay is defined as the employee's rate of pay excluding all premiums and differentials such as but not limited to,

shift differentials, week differentials, overtime, pager compensation, travel, or any other form of compensation.

4. If an employee scheduled to work on a holiday is absent, that employee will not be paid holiday pay.

5. Employees working on Thanksgiving, Christmas, or New Year's Day shall receive additional pay equivalent to 50% of hours worked of pay at their base rate of pay. For example, an employee working 8 hours on one of these three holidays would receive an additional 4 hours of pay at their base rate of pay, and an employee working 12 hours on one of these three holidays would receive an additional 6 hours of pay at their base rate of pay.

#### **ARTICLE XV UNAUTHORIZED ABSENCES**

The Union and the Employer both recognize the burden placed on fellow employees when an employee fails to show up for work as scheduled. The Union and the Employer agree that an employee who arrives late or has an unauthorized absence shall be required to use available sick and then vacation time in one-hour increments. Employees may not take unpaid time until all unused sick, vacation and applicable ESL time has been exhausted.

Employees are not permitted to have unscheduled absences from work on more than two (2) occasions within a twelve (12) month period. The Union and the Employer agree that the first unscheduled employee absence shall result in a written warning (which shall not be treated as discipline), a second unscheduled absence shall result in a final written warning, and a third unscheduled absence shall result in termination of the employee.

## **ARTICLE XVI INSURANCE**

### **A. HEALTH INSURANCE**

1. Employees covered by this contract may receive health insurance plus major medical coverage as a member of the Sullivan County Correctional Officer Health Insurance Plan which will be effective on the first day of the month after completion of the eligibility for the benefit.

2. The employee may, if qualifying, elect either a single person plan, a two (2) person plan, or a family plan, provided that spouses shall not be covered by the County's plan. The Employer shall pay seventy-five percent (75%) of the cost of the premium for the plan elected by the employee and the employee shall pay twenty-five percent (25%) of the cost of the premium for the plan elected by the employee.

3. Effective July 1, 2020 the Sullivan County Correctional Officer Health Insurance Plan is intended to be Blue Cross-Blue Shield Massachusetts, Access Blue New England Saver Plan \$2000, or a substantially comparative plan as noted under Employer's Option.

- a. Effective July 1, 2020, the Employer shall contribute to the deductible of the Access Blue New England Saver Plan as follows: the Employer shall pay the deductible of \$2,000 for each individual and \$4,000 per two-person and family plan.
- b. Employer shall fund a Health Reimbursement Account (HRA) sufficient to cover the deductible, which HRA shall be managed by a third-party administrator (TPA) hired by the Employer.

4. Payroll deductions for health insurance as provided for this agreement shall commence forthwith upon this agreement becoming effective. All fiscal year rate adjustments for all future years will begin on the first payroll in June.

5. The Employer agrees to hold an open enrollment for health insurance during the month of May each year or as soon as possible following ratification of a pending contract.

6. Upon proof of coverage from another source, an eligible employee who elects not to be covered by the Health Insurance Plan shall receive an incentive payment. The payment may change at the discretion of the County. In FY2020, the incentive payment is \$3,000 annually for a single plan; \$4,000 annually for a 2-person plan; and \$5,000 annually for a family plan. A qualified employee who wishes to join, or re-join, the Health Insurance Plan during the contract year may only do so with a qualifying event as defined by the insurance carrier. As used above the term "another source" shall not include coverage paid in any part by Sullivan County under this Agreement or otherwise.

**B. DENTAL INSURANCE**

1. Employees may also receive dental insurance from the County's Northeast Delta Dental Plan, with the following coverage:

Coverage A	100%
Coverage B	80%
Coverage C	50%

2. There will be a twenty-five dollar (\$25.00) deductible per person, or seventy-five dollar (\$75.00) deductible per family with a maximum total plan payment of one thousand dollars (\$1000.00) per person per contract year for all coverages.

3. Eighty-five percent (85%) of the premium for a single person membership shall be paid by the County, effective July 1, deducted June 1. In addition, seventy percent (70%) of

the difference between the dependent plan and the County's cost of the single premium will also be paid by the County.

**C. LIFE INSURANCE**

The Employer shall provide Group Life and Accidental Death and Dismemberment for all employees covered by this contract. The Life Insurance and Accidental Death and Dismemberment benefit shall be one-times salary, rounded up to the next thousand. The Life Insurance beneficiary designated may be changed by the employee at any time. The employee must fill out any and all required applications. The insurance is in effect only during the term of employment. Both the Life Insurance and Accidental Death and Dismemberment Insurance terminates upon the employee reaching age 70.

**D. EMPLOYER / UNION OPTION**

It is specifically agreed that the Employer may, in its sole discretion, with reasonable advance notice to the Union, obtain insurance (health, life, dental, etc.) from any provider so long as benefits are substantively comparable with the schedule of benefits being provided and, further, that any changes do not increase the insurances costs above the premium rates in effect at the time the change is made. Furthermore, it is also agreed that the Union may present insurance proposals to the Employer for consideration in accordance with the conditions described herein.

**E. AFFORDABLE CARE ACT**

It is the express intent of both the County and the Union that health care insurance provided pursuant to this 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 employee

shared responsibility payment and the excise tax on high cost employer-sponsored health insurance coverage).

Accordingly, on an annual basis, the County will analyze 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 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 30 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 by January 15 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 by April 30 following the notice of reopener;
2. The arbitrator's express duty is limited to awarding health insurance within the limits of and the costs of which are not subject 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;
4. The arbitrator shall not increase either the employer or employee share of health insurance premiums;

5. That any award from the arbitrator shall be effective as of the July 1 renewal date with no retroactive reimbursement to either the County or Employees;

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

**F. PAYROLL DEDUCTION**

The County agrees to provide a payroll deduction slot for a Union Health Insurance Plan and for NCEU Colonial Life Insurance and will show the deduction on the pay stub provided that there is space on the pay stub for that selection.

**ARTICLE XVII  
BEREAVEMENT LEAVE**

A regular full-time employee who works a regularly scheduled workweek of forty (40) hours is entitled to Bereavement Leave, which is permitted to enable an employee to take care of personal arrangements and problems accompanying the death of an immediate member of his/her family. Absences from work with pay for up to three (3) scheduled work days, will be granted, but limited to the employee's:

- Mother
- Father
- Brother
- Sister
- Husband
- Wife
- Son
- Daughter
- Mother-in-Law
- Father-in-Law
- Grandparents
- Grandchildren
- Stepmother
- Stepfather
- Stepchildren

Or other relative or significant other living in the employee's immediate household. .

Bereavement Leave must be used in seven (7) days of the date of death. If burial is to take place at a later date, the employee may save Bereavement Leave to use at that time.

Bereavement Leave Pay when paid under this Agreement shall be paid at the employee's base rate of pay for up to 8 hours.

**ARTICLE XVIII  
DISCIPLINARY PROCEDURE**

1. Normally, disciplinary action may be handled in the following manner: (a) verbal warning, (b) written warning, (c) suspension, and (d) termination; provided however the Employer may utilize any such procedure or take any such action that, in its opinion, it deems appropriate for the particular situation.

2. The Union Local President shall receive a copy of any letter of suspension or termination of an employee of the bargaining unit.

3. The Employer and the Union agree that not all prior discipline should be considered in subsequent disciplinary procedures. The Employer and the Union further agree that the personnel file of an employee should be complete and that no documentation of discipline should ever be removed from an employee file. The Employer and the Union therefore agree:

- a. In the event that an employee receives a written or verbal warning that such discipline shall not be used in future disciplinary actions after two (2) years from the date the said discipline is final (end of grievance process), provided that there are no other written reprimands, suspensions or other disciplinary action during the same period. If subsequent discipline is initiated before completion of the two-year period the prior discipline may be considered in the subsequent pending disciplinary action even if the grievance process continues beyond the two-year period. Disciplinary action which commences during the two-year period and results in discipline shall be treated as if the discipline had taken place within the two-year period.
- b. In the event that an employee receives a suspension, such discipline may at any time be considered in subsequent pending disciplinary action



- c. Prior discipline, except as otherwise provided herein, shall be considered in the disciplinary/grievance process and given appropriate weight taking into account all relevant factors including but not limited to the age of the discipline, the number of prior discipline, the nature of the discipline, and the seriousness of the discipline.
4. No employee shall be terminated or disciplined without just cause.
5. Discipline shall be imposed within twenty (20) working days, Monday thru Friday excluding Holidays and weekends, from the date of notification to the Employer of the conduct giving rise to the discipline, unless extended in writing and agreed to by the Employer and the Union.
6. Employees may be placed on administrative leave with pay pending the outcome of an investigation. Notwithstanding the provisions of the preceding paragraph, the placing of an employee on paid administrative leave tolls the requirement to impose discipline within twenty (20) days. Said administrative leave shall not be considered disciplinary action.
7. No prior approval by the Commissioners for a termination is permitted or required under this agreement given the Commissioners' role in the grievance process.

## **ARTICLE XIX GRIEVANCE PROCEDURE AND ARBITRATION**

### **A. GRIEVANCES**

1. For purpose of this contract, a grievance means alleged violation, misinterpretation, or misapplication of any provision of this Agreement with respect to one or more employees in the bargaining unit. Grievances are limited to matters of interpretation or application of the specific provisions of this agreement and must identify the specific article and

section of the agreement allegedly been violated. Grievances must specifically set forth the factual details of the grievance, the identity of the aggrieved member or members of the bargaining unit, the specific date of the alleged violation, all witnesses known to the grievant, and the relief requested. A grievance must be filed, in writing and signed by the aggrieved employee and the Union, as specified herein within twenty (20) working days from the date of the event which first gives rise to the alleged grievance.

2. The grievance procedure is not intended to and shall not limit the normal process of discussion between employees and/or the Union and the Employer in which minor issues are easily resolved. If settlement occurs between the parties, such discussions shall not be considered "grievances" and, as such, may not need to be documented. If settlement does not occur between the parties, such discussions, if deemed necessary by the Union, shall be considered a "grievance" and shall begin at Step 1 unless otherwise noted.

3. The basic procedures to follow in a grievance shall be as follows:

- a. In the event that differences arise with respect to any provision of this agreement, an earnest effort shall be made to settle such differences promptly and in the following order and manner;
- b. A grievance must start at Step 1, unless otherwise noted, and proceed through the procedure at each Step thereafter until a settlement is reached, or the grievance will be considered settled on the last answer given.
- c. If the grievance is settled in any one of the Steps, it will be considered closed;
- d. If the grievance is not answered within the time limits listed, the grievant and the Union may proceed to the next Step.

**STEP 1:**

1. The employee or employees having the grievance and the Union shall present the grievance to his/her immediate supervisor within twenty (20) working days from the date of the event first giving rise to the grievance.
2. The supervisor will reply in writing to the grievant(s) and the Union within twenty (20) working days after the grievance is presented.

**STEP 2:**

3. Failing a settlement at Step 1 or the expiration of the response time limit, the grievant(s) and the Union may present the grievance in writing to the Dept. of Corrections Superintendent or his/her designee within ten (10) working days from the reply or expiration of the time limit for reply after Step 1.
4. The Dept. of Corrections Superintendent or his/her designee will hold an informal hearing within 10 working days and reply in writing to the grievant(s) and the Union within ten (10) working days after the grievance is heard.

**STEP 3 (applies only where the discipline being grieved is a termination):**

5. Failing to achieve settlement at Step 2 or expiration of the response time limit, the Union may present the grievance in writing to the Commissioners or their designee within ten (10) working days of the reply or expiration of the response time limit. The Union or the Employer may within ten (10) working days following the filing of the grievance with the Commissioners or their designee submit in writing to the Commissioners information concerning the following:
  - a) The nature and facts pertaining to the grievance;
  - b) The nature of injury, loss, or inconvenience;
  - c) The alleged violation of the agreement;
  - d) The remedy desired.

6. The County Commissioners will hold an informal hearing within thirty (30) days and reply in writing to the Union within thirty (30) days following the hearing.

7. The County Commissioners' hearing on the grievance shall to the extent practical accommodate the scheduling concerns of the Employer and the Union.

**B. ARBITRATION AND RELATED PROCEDURES**

1. Following the decision by the Commissioners or their designee, the Union may make a written request to the County Manager for a meeting within ten (10) working days from the date of the decision rendered, to determine if the grievance can be settled without arbitration. Such a meeting shall be held within twenty (20) working days of the request and shall to the extent practical accommodate the scheduling concerns of the Employer and the Union. Such meeting shall include the grievant(s), the President of the Local, or his/her representative, the NCEU Representative, and the person who will present the grievance for the Union; and the Dept. of Corrections Superintendent and County Manager and the person who will represent the County in the arbitration or his/her designee.

2. After making full use of the pre-arbitration procedures and failing to reach a satisfactory solution the grievance may be submitted to the NIPELRB by the Union within twenty (20) working days following the pre-arbitration meeting or the expiration of the timeframes for said meeting. Failure to do so shall result in the grievance being waived.

3. The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement, nor shall the arbitrator have the power to hold hearings for more than one grievance unless mutually agreed to by both parties. The decision of the arbitrator shall not go beyond what is necessary for the interpretation and application of the express provisions of the agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the

exercise of the rights granted or retained by the Agreement. The fees and expenses for the arbitrator shall be paid by the losing party who shall be clearly identified by the arbitrator.

**C. OTHER PROVISIONS**

1. If a grievance is not reported, presented and/or processed by the Union within the time limits set forth above, the matter shall be deemed waived and no further action shall be taken with respect to the grievance unless both parties mutually agree in writing to an extension of said time limits.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the staff of the Sullivan County Dept. of Corrections and having the grievance adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

3. "Working days" as referred to in this Article shall mean administrative workdays -- Monday through Friday excluding County recognized holidays.

**ARTICLE XX  
SENIORITY FOR PURPOSE OF LAYOFF**

1. Seniority shall be determined by an employee's total time of continuous full-time employment.

2. Probationary employees shall not be covered by this Agreement until they have completed their probationary period as defined in Article V and have become regular full-time employees at which time their seniority shall be computed from their most recent date of hire.

3. Employees with the least Seniority shall be laid off first.

4. In the event of a recall to work after a layoff, notices of a recall shall be sent by certified mail to such employee(s) in the inverse order of their layoff and who, in the opinion of the Superintendent, have the necessary qualifications to perform the work required. Such notice of recall shall be sent to the qualified employee's last known address on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. A recall notice shall be given at least ten (10) workdays' notice to report to work. In the event the recall is necessary on less than 10 workdays' notice, the employer may call upon the laid off employee, either personally or by the telephone, until an employee who, in the opinion of the Superintendent, is qualified and able to return to work immediately is located. In such case, the qualified employee able to return to work immediately will be given a temporary assignment not to exceed ten (10) work days, and employees who are otherwise qualified to perform the work, but were passed over because of their inability to return to work immediately, will be given notice to report for work at the end of the said ten (10) day period. Qualified employees who have been given notices to report back to work must make themselves available for such work assignments no later than the end of the said ten (10) work day period after notice has been given or they shall forfeit such seniority status as they have accrued with the Employer.

5. However, should there be no work assignment when the employee does report within the ten (10) days set forth herein, then the employee shall retain his/her seniority status and be entitled to another notice of recall.

6. An employee shall lose seniority and shall no longer be covered by the provisions of the Agreement for, but not limited to, the following reasons:

- a. Discharge
- b. Voluntary quit, resignation or retirement
- c. Failure to respond to a notice of recall as specified above
- d. Remaining on layoff for more than twelve (12) months

- e. Unauthorized leave of absence
- f. Giving false reason for leave of absence

**ARTICLE XXI  
RETURN TO WORK  
AFTER EXTENDED ILLNESS OR INJURY**

1. An employee who has not exhausted their FMLA benefit by the use of 12 (twelve) weeks in one (1) year (rolling forward) or their accrued leave time (extended sick leave, sick days and vacation days), whichever is greater, for an FMLA qualifying illness or injury to the employee, shall return to their previous position if the employee is medically cleared to return to work.

2. After an employee has exhausted all twelve (12) weeks of FMLA leave and all accrued leave time (extended sick leave pool, sick days and vacation days) the employee shall be reinstated to a similar position under the following circumstances:

- a. The date of reinstatement is within six (6) months of the initial date of illness or injury; and
- b. The employee has provided the Employer with a physician's report acceptable to the Employer certifying that the employee is able to perform all duties set forth in the applicable job description; and
- c. The Employer is advertising for a similar position.

3. In the event of reinstatement, the employee will be contacted and requested to return to work. The Employer shall state the time and date on which the employee is to report back to work and shall give at least ten (10) workdays notice to the employee to report to work. The employee who has been given the notice to report back to work must make him- or herself

available for such work assignments no later than the end of the said ten (10) work day period after notice has been given or shall forfeit any right to reinstatement.

4. An employee returning to work under the provisions of this section shall not lose seniority.

## **ARTICLE XXII PROMOTIONS AND TRANSFERS**

1. The Employer reserves and shall have the right to make promotions and transfers primarily on the basis of qualifications for the job being posted. If, in the opinion of the Employer, which will not be exercised in an arbitrary or capricious manner, qualifications are equal, seniority will be taken into consideration.

2. The Employer will post job vacancies for seven (7) workdays at the facility's time clock bulletin boards in order to allow employees the opportunity to apply for available positions.

## **ARTICLE XXIII SMOKING POLICY**

In accordance with the guidelines of Title XII/ 155:66, all smoking or use of tobacco products, including e-cigarettes, is prohibited in all buildings, facilities, vehicles and on the grounds of Sullivan County at all times. The grounds of the County are to include any roads or pathways that may bisect the property or lands used for other County purposes.

It is the responsibility of all employees of the County to observe the provisions of these guidelines and inform guests and visitors of these restrictions. It is further required that all supervisors, elected officials, administrators and department heads ensure compliance with the established guidelines within the scope of authority and areas of responsibility.



Complaints about non-compliance with this policy and the quality of ambient and indoor air shall be made in writing to the Director of Human Resources. Complaints may be anonymous, but must include specific information such as location, description of the problem, and names of persons involved if known. All reasonable efforts will be made to protect the environmental quality of the work place.

Tobacco in all forms is considered contraband by the Department of Corrections and should be treated as such.

Violations of this policy are subject to disciplinary action up to and including termination.

#### **ARTICLE XXIV BULLETIN BOARDS**

The Employer agrees to provide a locking bulletin board, near the time clock, for the posting of notices for Union announcements, notices, social events and other non-controversial matters addressed to its members. The key to these bulletin boards shall be under the control of the Union President. The bulletin board may not be used for controversial matters which shall include, but not limited to, advertising, political matters or any kind of literature other than herein provided.

#### **ARTICLE XXV SAFETY COMMITTEE**

The Employer shall have the right to make regulations for the safety and health of all employees during their working hours of employment. Three (3) representatives of the Union may meet with the Employer once every ninety (90) days, or sooner if mutually agreed to with the Employer, at the request of either party given at least one week in advanced notice of such meetings to discuss rules and regulations. It is specifically agreed by the parties hereto that any

such meeting will be held during off duty hours and in non-work areas. It is further specifically agreed between the parties hereto that such discussions shall be limited solely to matters relating to regulations concerning health and safety of the employees. The Union agrees that the employees will comply with the Employer's rules and regulations relating to safety, health, economy and efficiency of service. The employees agree to exercise proper care and to be responsible for all Employers' property issued or entrusted to them.

#### **ARTICLE XXVI DUES DEDUCTION**

1. The employer agrees to deduct for the National Correctional Employees Union, from the wages of the bargaining unit employees if such employees individually and voluntarily authorize such deductions in writing to the Employer. Deductions shall be made bi-weekly and sent monthly to the NCEU field office. The Union will keep the Employer informed of any change in address of the NCEU field office or in the amount of dues.

2. If an employee who had voluntarily authorized the deduction of dues has no check coming, or, if that employee's check is not large enough to satisfy the dues, then no deduction shall be made. If an employee who has voluntarily authorized the deduction of dues is no longer actively employed, any dues deductions that may be required will cease as of the last day of work. In no case will the Employer collect, or attempt to collect, fines and/or assessments for the Union beyond regular dues.

3. Any employee who wishes to have the Employer discontinue his/her Union membership may do so provided such employee notifies the Employer of the employee's desire to discontinue his/her membership within the thirty (30) day period.

4. The Union agrees to post notices on all bulletin boards immediately preceding the withdrawal period referred to in the preceding paragraph advising all bargaining unit employees that they may discontinue their Union membership by notifying the Employer during said thirty (30) day period. If the Union fails or neglects to post such notices, then, notwithstanding the provisions of the preceding paragraph, the discontinuance of Union membership may be made during the thirty (30) day withdrawal periods.

5. The Employer will notify the Treasurer of Local 127 in writing within fourteen (14) days of the discontinuance of Union Membership by an employee.

6. Should there be a dispute between an employee, the Union and/or the Employer over the matter of deductions, the Union agrees to defend, indemnify and hold Sullivan County, Sullivan County Dept. of Corrections, the Sullivan County Commissioners and all its agents, servants and employees harmless in such dispute.

7. An employee who is not a member of the Union after the signing of this agreement and chooses not to join the Union will be required to pay a service charge or "representative fee" in the amount comparable to the dues.

8. Each new employee who is hired subject to the terms of this agreement may become a member of the Union upon completion of the probationary period; or if the employee chooses not to join the Union, he/she will be required to pay a service charge or "representative fee" in the amount of comparable to the dues.

#### **ARTICLE XXVII EFFECT OF AGREEMENT**

1. This agreement constitutes the entire agreement and final resolution of all matters in dispute between the Employer and the Union arrived at as a result of collective bargaining

negotiations, except, such amendments, hereto, as shall have been reduced to writing and signed by the parties.

2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the 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 opportunity are set forth in this Agreement.

**ARTICLE XXVIII  
SEPARABILITY**

If any Article of this Agreement or any application of any portion of any Article of the Agreement to any employee or group of employees shall be held to be contrary to law, then such Article shall not be deemed valid, but all other Articles shall continue in full force and effect. If any Article is held contrary to law, then the parties shall meet and renegotiate with respect to that Article within forty-five (45) days after final appeal has been exhausted.

**ARTICLE XXIX  
DURATION**

The provisions of this Agreement will be effective July 1, 2017 20 and shall continue and remain in full force and effect through June 30, 2020-23, in accordance with RSA Chapter 273-A.

**ARTICLE XXX  
CONTRACT DISTRIBUTION**

1. The County will provide one copy of this agreement to each bargaining unit member within 30 (thirty) days of the signing of this agreement.

2. Each bargaining unit member upon receipt of the copy of this agreement shall sign a form acknowledging such receipt of the said copy, which will be made part of their personnel file.

3. The County also agrees to distribute each new bargaining unit member one copy of this agreement. Each bargaining unit member upon receipt of said copy shall sign a form acknowledging such receipt of the copy, which will be made part of their personnel file.

### **ARTICLE XXXI DEFINITIONS**

1. **Commissioners:** Chief executive officers of County government, whose duties and responsibilities are defined by RSA 28.
2. **County Manager:** An agent of the Commissioners responsible for the fiscal and administrative management and/or supervision of County functions under the direction and control of the Commissioners.
3. **Superintendent:** The Department Head responsible for the supervision and management of the Department of Corrections pursuant to NH RSA 30-B.
4. **Supervisor:** A non-union supervisory position or retained individual or entity responsible for physical and administrative management and or supervision of County functions as they relate to Sullivan County Health Care.
5. **Full Time Employee:** an employee designated by County Payroll as forty (40) hours per week.
6. **Base Rate of Pay:** the employee's base hourly rate of pay excluding all premiums and differentials such as, but not limited to, shift differentials, weekend differentials, overtime, pager compensation, travel or any other form of compensation.

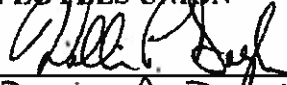
7. **FMLA:** Family Medical Leave Act.
8. **Date of Hire:** the most recent start date of full-time employment.
9. **Working Days:** administrative workdays Monday through Friday excluding County recognized holidays.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their duly authorized officers and representatives this 8th day of September, 2020.

SULLIVAN COUNTY COMMISSIONERS

NATIONAL CORRECTIONAL  
EMPLOYEES UNION

  
Jeffrey Barrette, Chair

By:   
Its: Regional Director William Doyle

  
Bennie Nelson, Vice Chair

  
President, Local 127

  
George Hebert, Clerk

\_\_\_\_\_  
NCEU Council Representative

Date County Delegation Approved: 29 June 2020

