

COLLECTIVE BARGAINING CONTRACT

Belknap County Sheriff's Department

And

*State Employees Association of
New Hampshire, Inc.*

*Local 1984
Service Employees International Union
AFL-CIO, CLC*

For the period January 1, 2006 through December 31, 2009

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CONTRACT

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Local 1984, SEIU, AFL-CIO, CLC

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|-------------------------------|-------------|
| 1. | RECOGNITION | 4 |
| 2. | NON-DISCRIMINATION | 5 |
| 3. | EMPLOYEE RIGHTS | 5 |
| 4. | MANAGEMENT RIGHTS | 6 |
| 5. | ASSOCIATION RIGHTS | 6 |
| 6. | DUES CHECK OFF AND FAIR SHARE | 7 |
| 7. | OVERTIME AND BASIC WORKWEEK | 8 |
| 8. | HOLIDAYS | 10 |
| 9. | LEAVE ADMINISTRATION | 12 |
| 10. | SAFETY AND HEALTH | 17 |
| 11. | BENEFITS | 18 |
| 12. | MISCELLANEOUS | 20 |
| 13. | GRIEVANCE PROCEDURE | 23 |
| 14. | ASSOCIATION REPRESENTATIVE | 25 |
| 15. | CONSULTATION | 26 |
| 16. | SEPARABILITY | 26 |

| | | |
|-----|--|----|
| 17. | NOTICES | 27 |
| 18. | WAIVER | 27 |
| 19. | PROMOTION, TRANSFER, LAYOFF, SENIORITY | 27 |
| 20. | DISCIPLINARY ACTION | 29 |
| 21. | COMPENSATION | 30 |
| 22. | DURATION AND RENEGOTIATION | 33 |

ARTICLE 1
RECOGNITION

1.1. Belknap County recognizes the Association as the exclusive bargaining representative within the context of RSA 273-A, as amended, for all members of the bargaining unit full-time regular employees in the positions of: Deputy Sheriff, Bailiff, Dispatcher and Civil Clerk. Additionally, it is agreed that the following positions and employees are specifically excluded from recognition or coverage under this Agreement: Sheriff, Lieutenant, Administrative Assistant, all Department Heads, all professional and confidential employees, persons in a probationary or temporary status, employed seasonally, irregularly or on call, and all other employees of Belknap County.

1.2. The County shall not enter into any agreement regarding conditions of employment with any other organization or individual purporting to represent, within the context of RSA 273-A, as amended, any group of employees in the bargaining unit, and shall not furnish any facilities or engage in any type of conduct which would imply recognition of any other organization or individual other than the Association as a representative of the employees within the meaning of RSA 273-A, as amended, in the unit. It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised States 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 is inconsistent with any such law, the provision(s) of law shall prevail.

1.3. As used in this agreement, Association means the State organization of the State Employees Association of New Hampshire, Inc. and the County shall not bargain or enter into agreements with any committee, chapter, or district organization of the Association in matters covered by this agreement unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes.

1.4. As used in this agreement the word "County," shall mean Belknap County and, if required by law, County shall also mean the Sheriff of Belknap County wherever and whenever applicable.

ARTICLE 2

NON-DISCRIMINATION

2.1. The County and the Association will agree not to discriminate against any employee covered by this agreement in conditions of employment because of membership in or legitimate activity on behalf of the members of this bargaining unit nor will the County encourage or discourage membership in the Association or any other employee organization.

2.2. The Association acknowledges its responsibilities as the exclusive bargaining agent within the meaning of RSA 273-A, as amended, and shall represent all employees in the bargaining unit without discrimination, interference or coercion.

2.3. The provisions of this agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation citizenship, religion, or disability. All such claims under this section shall be initiated through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims of complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

ARTICLE 3

EMPLOYEE RIGHTS

3.1. The County recognizes that full time employees within the bargaining unit are entitled to the exercise of their rights granted pursuant to RSA 273-A, as amended, and regulations adopted pursuant thereto.

3.2. The Association shall provide copies of this agreement to all full time employees within the bargaining unit employed as of the effective date of this agreement. The County shall provide copies of this agreement to all full time employees hired after the effective date of this agreement.

ARTICLE 4

MANAGEMENT RIGHTS

4.1. The management and the conduct of the business of the County and the direction of the working force are the rights of the County. The County shall have the right, subject to the terms herein contained, to hire and layoff employees; to classify, assign, transfer and promote; to discipline or discharge them for just cause; and in general to maintain discipline, order and efficiency in the County. The County reserves the right to publish and enforce reasonable rules and regulations from time to time as it may deem necessary and proper for the conduct of the business of the County and to direct the work force during the work day as the Sheriff may in the Sheriff's sole discretion deem reasonable and necessary provided the same are not inconsistent with the terms of this agreement.

4.2. It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically enumerated herein. The County shall retain all rights and authority exercised prior to the execution of this Agreement, except as modified in this Agreement. The County not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed to be waiving its right to exercise such function or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5

ASSOCIATION RIGHTS

5.1. Chapter 56, Belknap County Sheriff's Department, or committees of the Chapter shall be allowed the use of the Multipurpose room at the Belknap County Complex Nursing Home for meetings when such facilities are available and when such meetings would not conflict with the business of the County subject to the following:

5.1.1. A request for the use of the Multipurpose room at the Belknap County Complex Nursing Home shall be made to the Nursing Home Administrative Office no less than at least 24 hours in advance of the proposed meeting and all such meetings shall be held during normal business hours, contingent upon availability.

5.2. Staff representatives of the Association shall be allowed to visit the work areas of dispatchers during working hours and confer on conditions of employment to the extent that such visitations do not disrupt any work activity. Visitations with deputies shall be conducted during lunch and/or coffee breaks.

5.3. The Association shall have reasonable access to existing bulletin boards for posting notices relating to Association organizational and administrative activities. The Association shall not post notices of a derogatory, libelous, or profane nature and shall be limited to actual Association activity. The Association shall not post Association notices at any other locations other than the bulletin boards approved for Association use.

5.4. The County shall within thirty (30) days after the effective date of this agreement make available to the Association an alphabetical listing of the names and addresses of the full time employees in the bargaining unit. Once every six months, upon request of the Association, the County shall update said list and make the update list available to the Association, but not more than once every six (6) months.

ARTICLE 6

DUES CHECK OFF AND FAIR SHARE

6.1. The County shall deduct the amount of Association dues certified by the Treasurer or authorized officer of the Association from the pay of each member of the Association who has heretofore submitted or who shall hereafter submit to the County an individual written authorization for such deduction.

6.2. In the event the Association members elect to change the Association dues, the Association shall notify the County of such change and such change shall be certified by the Treasurer or authorized officer of the Association. The County will implement such certified change in the Association dues deduction within five pay periods of the receipt of notice of such change.

6.3. The obligation of the County to deduct Association dues shall cease to exist in the event that the number of full time employees requesting said deduction decreases to less than twenty

five (25) percent (%) of the number of employees within the bargaining unit. In addition with respect to any individual employee's Association dues deduction, the County's obligation shall cease in the event that the employee's earnings after other legal and required deductions are made is insufficient to cover the amount of the appropriated Association dues or in the event an employee goes on a non-pay status for an entire pay period.

6.4. Dues Check Off & Fair Share: Each bargaining unit employee who upon the effective date of execution of this agreement is a member of the Association shall be permitted to terminate his/her membership at any time during the first fifteen (15) days immediately following the adoption effective date of this agreement. Unless terminated as above, all employees who are members on the effective date of this Agreement and all employees who join the Association are members and shall retain their membership for the duration of this agreement. New employees during the term of this agreement shall not be required to join the Association but may join if they so elect. In the event the Association is called upon to process a grievance or otherwise personally represent any employee who is not a member of the Association, said employee will shall be assessed the actual cost of the Association's representation.

6.5. The Association agrees to indemnify and to hold the County harmless from any claim against it arising from any dispute involving such dues deduction.

ARTICLE 7

OVERTIME AND BASIC WORK WEEK

7.1. Overtime is authorized hours worked in excess of forty (40) hours in a workweek.

7.1.1. All overtime work performed shall be compensated at the rate of one and one half (1 ½) the employee's regular rate of pay.

7.1.2. When compensatory time off is taken in lieu of monetary compensation for overtime work, it shall be taken at the rate of one and one-half (1 ½) hours for each hour of overtime. Any such compensatory time shall be taken at a mutually agreeable time.

7.2. No employee shall be relieved of duty during the regular shift hours in the employee's basic work week in order to compensate or offset overtime hours worked unless:

7.2.1. The employee agrees to being relieved of duty or,

7.2.2. It is in the interest of the employee, the County or the general public to relieve the employee of duty because of health, safety, or availability of funding.

7.3. The County shall give as much notice as is practical when overtime will be worked.

7.3.1. To the extent possible, overtime shall be distributed equally among qualified employees customarily performing the kind of work required, but preference given to those employees currently assigned to the work section in which the overtime is to be worked. All full-time dispatchers shall have the option of accepting or refusing overtime shifts before such overtime is offered to part-time dispatch employees or other unit employees. Full-time deputies shall have the right of first refusal on details.

7.3.2. Subject to the provisions of 7.3.1. Above, all overtime assignments shall be on a voluntary basis provided, however, if the number of volunteers is not sufficient to carry out the transaction of business, the County shall exercise its discretion to make work and shift assignments.

7.4. Any full-time employee called back to work after leaving the work premises shall be guaranteed a minimum of not less than four (4) hours of pay at the rate of time and one-half the employee's regular hourly rate.

7.5. The County will endeavor to ensure payment for overtime work at the time the employee usually receives a paycheck for the period in which the overtime work was performed.

7.6. In addition to time actually worked, all time paid for annual, sick and funeral leave but not actually worked shall also be considered to be time worked for the purposes of computing overtime, except sick leave for which there is notice of less than five (5) work days.

7.7. The basic workweek for unit employees will be forty (40) hours per week.

7.8. The current work scheduling policy for dispatchers and deputies shall remain in effect during the term of this agreement. At any time a vacancy exists in the schedule, the County shall allow employees to change their shift assignments, subject to the needs of the County, based on seniority, employee qualifications and demonstrated ability.

7.9. No reduction shall be made from the basic work day for rest periods of fifteen (15) minutes in every four (4) hours working time or major fraction thereof; during such rest period the employee shall remain on duty and be available in the event of an emergency. Such rest periods shall be taken insofar as practical in the middle of such working time subject however to the scheduling needs as established by the County.

ARTICLE 8

HOLIDAYS

8.1. The following and any other days designated by the Sheriff and/or the County Commissioners are the official holidays for the term of this agreement:

- New Year's Day
- President's Day
- Fast Day (last Monday in April) - dispatchers only
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day Thanksgiving Day
- Day after Thanksgiving Day
- Christmas
- Personal Holiday - other unit employees only

8.2. Holiday pay shall be paid to all employees according to the following sub-sections. Notwithstanding the following subsections, employees who are on sick leave on the last regularly scheduled work day preceding the holiday, or the first regularly scheduled work day

following the holiday for which there was less than five (5) work days advanced notice shall not be eligible for holiday pay.

8.2.1. Holiday pay will be paid at the employee's regular rate (base) for one (1) day's pay.

8.2.2. An employee who is not scheduled to work on a holiday shall be paid an additional day's pay at the employee's regular rate, or, at a mutually agreeable time, be given a scheduled work day off with pay within the same or following quarter in which time is earned.

8.2.3. When an employee other than a dispatcher is regularly scheduled to work on a holiday the employee shall receive payment for the holiday at the regular rate and in addition shall be paid at the rate of straight time for hours actually worked on the holiday. Dispatchers who are regularly scheduled to work on a holiday shall be paid holiday pay and in addition shall be paid at one and one-half (1 ½) times the regular rate for all hours actually worked on the holiday.

8.2.4. The Personal Holiday for other unit employees accrued under this provision must be requested as a whole day at least seven (7) days in advance, granted within the calendar year in which it is earned, and with the prior approval of the Sheriff. Requests for, and the granting of, this personal holiday shall conform to the pertinent requirements and standards set forth in Section 9.1. (Annual Leave) and will not be unreasonably denied.

8.3. When the holiday falls while an employee is on approved paid leave, the holiday will not be charged against the employee's leave.

8.4. For all full time employees who work a Monday through Friday schedule, holidays that fall on Saturday will be observed on Friday and holidays that fall on Sunday will be observed on Monday.

8.5. For employees who work other than a Monday through Friday schedule the calendar holiday will be observed as the holiday.

8.6. When a shift bridges two calendar days, one of which is a holiday, the shift that begins on the calendar holiday will be recognized as the holiday shift.

8.7. Any employee called to work after leaving the premises, on an emergency, which occurs on an authorized holiday, shall be compensated in accordance with section 7.4. above.

ARTICLE 9
LEAVE ADMINISTRATION

9.1. Annual Leave:

9.1.1. Unit employees regularly employed on a forty (40) hour per week workweek or a work schedule, which regularly averages forty (40) hours per week, shall be entitled to annual leave with full pay on the basis of the following schedule:

| Years Of Service | Accrued Per Month | Days Per Year | Maximum Accumulation |
|---------------------|----------------------|------------------|-------------------------|
| 0-10 | 1 1/4 days | 15 | 30 days |
| 10+ | 1 2/3 days | 20 | 40 days |

9.1.2. Every full-time employee with sufficient accrued time shall be afforded the opportunity to receive two (2) consecutive weeks of annual leave. Bargaining unit employees may take leave in blocks of two (2) hours.

9.1.3. Annual leave up to two (2) weeks shall be scheduled on the basis of department seniority. To avail oneself the rights of seniority the employee must notify the supervisor in writing prior to April 1 of the employee's choice of time for annual leave. After April 1, leave shall be assigned on a first come basis subject to the needs of the department as determined by the Sheriff.

9.1.4. With respect to employees who have been employed continuously for a period of six (6) months or longer and excluding employees terminated by the County pursuant to RSA 28:10-a and employees who resign without giving at least two (2) weeks written notice, upon termination of employment, an employee will be paid for any unused accumulated annual leave at the employee's regular rate of pay. In the event of death of an employee said sum shall be paid to the employee's estate.

9.1.5. Annual leave is earned from the first day of employment but may only be used as it accrues and may not be used until the employee has been employed continuously for a period of at least six (6) months.

9.2. Sick Leave:

9.2.1. Every full-time unit employee shall be entitled to sick leave with pay on the basis of the formula given below and computed at the end of each completed month of service:

| Days Per Week | Accrued Per Month | Accrued Per Year | Maximum Accumulation |
|------------------|----------------------|---------------------|-------------------------|
| 5 days | 1 1/4 days | 15 days | 110 days |

9.2.2. Sick leave pay will be made at the employee's regular rate of pay. Bargaining unit employees may take sick leave in blocks of two (2) hours.

9.2.3. Sick leave may be utilized for absences due to illness, injury, exposure to contagious disease, or quarantine. An employee who is unable to report to work is required to call in each day before the beginning of the shift unless the employee is on approved sick leave.

9.2.4. Sick leave is earned from the first day of employment and may be used as earned.

9.2.5. The County may require an employee who takes more than three (3) consecutive days of sick leave to provide the County with a doctor's certificate certifying said illness, and certifying that said employee is well enough to return to work. The employee shall not be paid for said days if the employee fails to comply with said request. If the County documents an abuse of sick leave, in addition to other permissible disciplinary action, the County may require the employee to obtain a doctor's certificate in the future whenever sick leave is used. Whenever sick leave is taken adjacent to a holiday or normal days off, the County may require the employee to furnish a doctor's certificate. The employee shall not be paid for said days if the employee fails to comply with said request.

9.2.6. Whenever a former employee has been separated from the County by a reduction in force or, for reasons without prejudice but for the convenience of the County and is reinstated within one (1) year, the previously accumulated and unused balance of the employee's sick leave allowance not paid shall be returned to the employee's credit.

9.2.7. An employee using four (4) or less days sick leave in any calendar year shall receive a bonus equal to three day's pay at the employee's base rate of pay as of the end of the subject calendar year.

9.2.8. Employees who retire pursuant to RSA 100-A shall be paid at their regular rate of pay for thirty (30) percent (%) of their accumulated sick leave to a maximum of thirty (30) days of paid sick leave.

9.3. Information concerning an employee's accumulated and used leave (annual and sick leave) shall be included on each pay stub (provided the County has the computer capability to do so). Deductions for used leave shall appear on each pay stub, accrued time shall be added monthly.

9.4. Funeral Leave:

9.4.1. An employee shall be allowed leave at full pay not to exceed three (3) days between the date of death and the date of the funeral or memorial service, inclusive, for a death in the immediate family. For purposes of administering this section, immediate family shall be limited to spouse, father, mother, father-in-law, mother-in-law, son, daughter, brother, sister, grandmother, grandfather, and other relatives living within the household.

9.4.2. At the request of the employee and at the discretion of the County up to three (3) days funeral leave may be granted for the death of a ward, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild or guardian.

9.5. Medical Leaves of Absence

9.5.1. Medical leaves of absence without pay shall be granted by the County for a period not to exceed twelve (12) workweeks in any twelve (12) month period. Medical leaves of absence shall

only be granted to full-time regular employees and part-time regular employees, who have worked for the County at least twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours during the year preceding the start of the leave, for purposes of a serious health condition of the employee, spouse, child or parent, or because of the birth of the employee's child or the placement of the employee's adopted child. While on medical leave, each employee must keep the department head advised as to the medical recovery progress. To be eligible for leave without pay for medical reasons the medical condition of the employee or of the family members for which leave is taken must be certified with a physician's written medical statement.

9.5.2. During a medical leave of absence without pay, an employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the County in accordance with the established level of contribution during periods when the employee is on medical leave without pay. While on an unpaid medical leave of absence the employee will be responsible for paying the employee's share of the premium by submitting payment to the business office on or before each regular payday. The County may recover its share of the premiums for maintaining coverage for the employees under such group health plans during the period of leave if the employee fails to return to work for reasons other than the continuation or onset of a serious health condition entitling the member to leave, or other circumstances beyond the employee's control. Certification of inability to return to work as specified and allowed by this medical leave of absence may be required.

9.5.3. Medical leave of absence shall not be granted until all of the employee's accumulated sick leave (in the case of serious health conditions of the employee, spouse, child, or parent) and accumulated vacation leave have been taken. The combination of paid and unpaid leave shall not exceed twelve (12) workweeks in any twelve (12) month period.

9.5.4. Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted. Failure of the employee to report promptly for work at the expiration of the leave shall be cause for dismissal. Employees who use paid leave for twelve (12) or more weeks shall not be entitled to said twelve (12) week unpaid

medical leave of absence in addition to the paid leave unless a medical leave of absence is granted.

9.5.5. Upon the approval of the County an employee may receive an extension of the medical leave of the absence without pay for a period beyond twelve (12) work weeks provided notice is given at least ten (10) work days prior to the commencement of said extension. An employee shall have no loss of accrued benefits or seniority, but will not continue to accrue any such benefits during said extension. Continuation of the health insurance benefit during the extension period shall be at employee expense.

9.6. Leave of Absence Without Pay:

9.6.1. A regular employee upon proper application in writing to and upon approval by the County may be granted a continuous leave of absence without pay for a period not to exceed two (2) months. Leave of absence without pay however will not be granted until the entire employee's accumulated annual leave has been exhausted. Extensions of leave for additional periods may be granted at the sole discretion of the County but other than in exceptional cases, the total period shall not exceed one (1) year. No annual leave, sick leave or other benefits will be accumulated during any leave of absences without pay. If the employee desires to keep health insurance or any other insurance benefits in force during the leave without pay, the employee must prepay said benefits.

9.7. The County may, with the budgetary approval of the County Commissioners, authorize salary payments in whole or part to employees whose leaves have been approved in order to permit them to attend school, visit other governmental agencies, or in any other approved manner to devote themselves to improvements of the knowledge or skills required in the performance of their work. Requests under this section must be made to the Sheriff or designee in writing. Annual leave and sick leave will continue to be accumulated during a leave of absence with pay.

The budgetary decisions of the County Commissioners are final and not subject to the grievance procedure.

9.8. An employee shall be given time off without loss of pay or annual leave when performing jury duty. It shall be considered time worked when an employee is subpoenaed to appear before a court, public body or commission on behalf of the County or when appearing as a witness for the County. Employees performing said services on behalf of the County should be paid for hours worked with a minimum of two (2) hours at straight time. Any compensation paid to the employee by said court (including jury duty), public body, or commission shall be surrendered to the County.

ARTICLE 10
SAFETY AND HEALTH

10.1. It is agreed by the parties that safe working conditions and the performance of assigned tasks by employees in a safe manner are in the best interests of the parties.

10.2. Either party to this agreement may request a meeting with the other party to discuss and review conditions, which the requesting party feels, are detrimental to health or safety. Upon such a request the other party will cooperate in scheduling a meeting to review the complaint and to discuss possible corrective steps should in fact a problem exist. In the event the parties agree that a health or safety problem exists, they may submit recommendations to the County Commissioners.

10.3. The County agrees to maintain first-aid supplies, which shall be located in, secure but readily accessible areas. All on the job injuries regardless of seriousness shall be reported to the supervisor. The County further agrees to post the names and telephone numbers of ambulance services.

ARTICLE 11
BENEFITS

11.1. All full-time employees shall be provided with Health and Hospitalization insurance. The parties agree that the following shall be the employee's weekly contribution to health insurance premiums beginning on January 1st, 2006:

| | 1/1/2006 | 1/1/2007 | 1/1/2008 | 1/1/2009 |
|----------|----------|----------|----------|----------|
| Single | \$15.00 | \$17.00 | \$19.00 | \$21.00 |
| 2 Person | \$21.00 | \$23.00 | \$25.00 | \$27.00 |
| Family | \$25.00 | \$27.00 | \$29.00 | \$31.00 |

Any employee hired after the execution date of this contract shall pay the rate in effect for the year of hire. The designated insurance plan to be provided in accordance with the provision shall be the Local Government Center (LGC) Blue Cross Blue Shield-BC3T RX10/20/30 or a plan with a similar benefit level as mutually agreed to by the parties of this Agreement.

11.2. All unit employees who choose not to participate in the County health insurance benefits afforded under this agreement pursuant to Section 11.1 shall receive an annual bonus payment in the amount of \$500.00 (five hundred dollars) for the single plan, \$1,000 (one thousand dollars) for the two-person plan or \$1,500.00 (fifteen hundred dollars) for the family plan. The employee shall be required to submit proof that they are otherwise covered under another health insurance plan and the date. Payment of said bonus shall be made to the employee during the first pay period in December of each year.

11.2.1. To qualify for waiver of health insurance participation under 11.2.2. above, employees must provide the County with evidence of coverage under an alternate health insurance plan.

11.2.2. If an employee chooses to waive participation in the County health insurance plan and subsequently loses health insurance coverage through the alternative plan, the employee will have 30 days from the event to enroll in the county health insurance plan (under the federal COBRA regulations).

11.2.3. Also, payment of reimbursement by the County to an employee to maintain coverage through COBRA in any amount in a calendar year shall negate for that calendar year the cash incentive for waiver of participation under 11.2.2. above.

11.2.4. In recognition of the need for affirmative efforts to control health insurance premium cost increases, the County shall provide educational information, materials, and/or programs designed to educate employees as to the purpose and proper use of health insurance plans, health care facilities and providers, and their alternatives.

11.3. The Parties recognize the responsibility of the County to indemnify its employees from claims against them arising from the performance of their duties. The Parties further agree that the County delegation shall act pursuant to RSA 31:105, 106 and 107 to fulfill such responsibility.

11.4. Employees may request reimbursement from the County for loss of or damage to any personal property as a result of their official duties. The budgetary request shall be made to the Commissioners. Upon review of the request the Commissioners may grant or deny reimbursement based upon their determination as to the justification for reimbursement. The decision and award of the Commissioners shall be final and shall not be review able or subject to the grievance procedure of this agreement.

11.5. Any employee who utilizes the employee's private vehicle for business purposes at the request of the employee's supervisor, shall be reimbursed at the State of New Hampshire reimbursement rate per mile for all miles actually driven.

11.6. In the event unit employees are required to contribute to the employee's health insurance per Section 11.1. prior to said contribution the County shall have established a Section 125 plan whereas the Employee contributions shall be paid with pre-tax dollars and administered with said plan. Said plan shall be administered at no cost to bargaining unit employees. The employee, or designee, shall present an initial and continued educational program for current and new bargaining unit employees, during work hours, to inform all bargaining unit employees of this Section 125 plan, its existence and available options.

ARTICLE 12
MISCELLANEOUS

12.1. An employee has the right to inspect the employee's personnel file upon verbal request. Access to personnel files shall be restricted to the employee, the Sheriff, the lieutenant, and, upon written release, the employee's association representative.

12.2. Performance evaluations when made will be part of each employee's personnel file.

12.3. Employees will be entitled to payroll deductions for any benefit or charity whenever at least 25 (twenty-five) percent (%) of the County employees so request, provided the county has the capacity to do so at no additional cost to the county.

12.4. Continuing education and training within the employees' job classification mandated by state or federal law shall be provided. Additional training deemed reasonable and necessary by the county shall also be provided. In the event that an employee voluntarily resigns the employee's position within one (1) year of receiving training at County expense, such employee shall reimburse the County within one (1) year from the date of resignation for all such costs, which are in excess of \$650.00 per training program, in accordance with the reimbursement agreement signed by the employee prior to receiving training. The following costs shall be considered as reimbursable:

- Tuition
- Registration fees
- Books and materials, if retained by the employee
- Travel, lodging and meals expenses
- Wages paid by the County to any other employee to the extent that such other employee is employed for the express purpose of replacing and fulfilling the duties of the employee who is participating in training.

The following costs shall be excluded from reimbursement requirements:

- Statutorily mandated entry level training for the position

- Employer mandated entry-level training for the position
- Wages and benefits of the employee participating in training
- Benefits of any replacement employee as described above
- Any costs for which the County receives reimbursement from another source.

Repayment shall be made in twelve (12) equal monthly installments commencing thirty (30) days after the effective date of termination.

12.5. Necessary expenses incurred by full-time employees in attending and directly related to training or educational programs mandated by the County shall be reimbursed by the County.

12.6. For purposes of this contract, an employee who regularly works at least thirty seven and one half (37 ½) hours per week, with due regard to holidays, illness or other legitimate absences, for a period of six (6) months or more, shall be deemed a full time employee of the County.

12.7. Each unit employee, except civilian employees, shall receive a clothing allowance of \$500.00 per year. Clothing allowance for Sheriff and Deputies working in civilian clothing shall be paid upon written receipt for said clothing from vendor. The Sheriff in accord with current practice will administer clothing allowance for dispatchers and uniform personnel.

12.7.1. Any uniform supplements or upgrades for non-uniformed personnel combined with civilian purchases will not exceed \$500.00.

12.8. The County will continue to provide and maintain an eating area and kitchen facilities including a microwave (in the Communications Center and kitchen), coffee maker and a vendor furnished soft beverage machine provided said machine is available at no cost to the County. Such areas are to be available to the staff for their use when on duty.

12.9. Unit employees who are assigned, or who volunteer, to work details, which are paid from funds other than County funds, shall be compensated at the following rates of pay with a four (4) hour minimum per individual assignment:

All Gunstock details: January 1, 2006 and onward - \$35.00 per hour. The County will deduct \$5.00 per hour to offset any cost incurred by the County.

All other details: January 1, 2006 and onward – The Sheriff’s Department would receive the same hourly rate as the Law Enforcement Agency of jurisdiction. The County will deduct \$5.00 per hour to offset any cost incurred by the County.

12.10. Shift differential will be paid to dispatchers of the Sheriff’s Department who work between the hours of 4 p.m. to 8 a.m., Monday through Friday as follows:

| | 2006 | 2007 | 2008 | 2009 |
|------------------------------|-----------|-----------|-----------|-----------|
| 2 nd Shift (4-12) | \$1.00/hr | \$1.25/hr | \$1.50/hr | \$1.75/hr |
| 3 rd Shift (12-8) | \$1.10/hr | \$1.35/hr | \$1.60/hr | \$1.85/hr |

Shift differential will be paid to dispatchers of the Sheriff’s Department who work Weekends (Saturday & Sunday) as follows:

| | 2006 | 2007 | 2008 | 2009 |
|-----------------------------|-----------|-----------|-----------|-----------|
| 1 st Shift(8-4) | \$1.10/hr | \$1.35/hr | \$1.60/hr | \$1.85/hr |
| 2 nd Shift(4-12) | \$1.25/hr | \$1.50/hr | \$1.75/hr | \$2.00/hr |
| 3 rd Shift(12-8) | \$1.35/hr | \$1.60/hr | \$1.85/hr | \$2.10/hr |

12.11. All employees of the Belknap County Sheriff’s Department may enjoy the opportunity of purchasing a meal from the Belknap County Nursing Home cafeteria. The Nursing Home Administrator will determine the cost of the meal. When dispatchers have an opportunity to acquire a meal, it will be free of charge for one meal per shift.

It is understood that dispatchers may be unable to take advantage of this opportunity every shift due to shift coverage. It will be the responsibility of each employee who obtains a meal that is brought to the Sheriff’s Department to return all non-disposable items to the Nursing Home cafeteria.

ARTICLE 13
GRIEVANCE PROCEDURE

13.1. The purpose of this article is to provide a mutually acceptable procedure for adjusting grievances arising with respect to the interpretation or application of any provision of this agreement. A grievance is defined as a dispute, claim or complaint raised by an employee covered by this Agreement involving the meaning, interpretation or application of the express provisions of this Agreement.

13.2. It is intended that the procedure provided herein shall facilitate the resolution of any such grievance at the lowest possible level and the employer and the Association agree to work together towards this end. Nothing in this article shall be interpreted as preventing or discouraging any employee and/or the employee's steward from discussing any disputed matter in an informed and informal manner with the employee's immediate supervisor. Such discussions will not however interfere with the right to seek resolution of the dispute through the grievance procedure provided herein.

13.3. A steward when requested by an employee may assist him/her the employee in processing a grievance. In so assisting the employee, the steward shall be given an opportunity to discuss the matter with the employee and with those employees who may have information bearing on the matter prior to presenting the grievance. A staff representative or authorized agent of the Association may substitute in the place of or participate in addition to any steward in this procedure.

13.4. Procedure:

13.4.1. **Step #1:** To initiate a grievance, a grievant must submit a statement of the grievance to the Sheriff for formal consideration. All grievances shall narrowly and specifically identify the alleged action, non-action or condition, for which the grievance is being filed, and shall cite the particular contract provision which is alleged to have been violated, the date of the alleged violation, and the specific relief sought. Said grievance must be in writing and must be submitted postmarked or stamped as received by the department within ten (10) working days

after the grievant knew or should have known the act or condition upon which the complaint is based. The Sheriff will schedule a hearing within five (5) working days of receipt of the postmarked or stamped (received by the department) written grievance and a decision in writing shall be postmarked or hand-delivered to the grievant within ten (10) working days of the hearing.

13.4.2. **Step #2:** If the grievant is dissatisfied with the decision rendered by the Sheriff a written request for a hearing may be submitted to the County Commissioners.

Said request must be submitted in writing postmarked or stamped as received in the office of the County Commissioners within five (5) working days of the decision of the Sheriff. Upon receipt of said request the Commissioners shall schedule a hearing. The hearing shall be held within fifteen (15) working days of the receipt of the request and a written decision of the Commissioners will be postmarked or delivered in hand within ten (10) working days of the hearing.

13.4.3. **Step #3:** If subsequent to the Commissioners' decision the grievant feels that further review is necessary, written notice of intent to arbitrate shall be postmarked or delivered in hand upon the County within fifteen (15) calendar days of the Commissioners decision. The matter shall be submitted to arbitration before an arbitrator mutually agreed to or, failing agreement, through the procedures of the New Hampshire Public Employees Labor Relations Board. The parties agree that the jurisdiction and authority of the arbitrator and his/her opinions as expressed will be confined exclusively to the interpretation of this agreement. The arbitrator will have no authority to add to, subtract from, alter, amend or modify any provision of this agreement or impose on either party any limitation or obligation not specifically provided for under the terms of this agreement.

In the event the written decision of an arbitrator resulting from any arbitration of grievances hereunder would result in or require the expenditure by the County of un-appropriated funds or funds not appropriated for the purposes for which the arbitrator's decision would require their expenditure, the decision shall be advisory in nature and shall in no way be binding upon any of the parties hereto or appeal able.

In all other cases the written decision of an arbitrator resulting from any arbitration of the grievances hereunder shall be binding on the parties.

13.5. Time limits set forth herein are jurisdictional and if a grievance is not processed in a timely manner it shall be deemed null and void and not subject to further review of any sort. All time limits herein may be extended by mutual agreement of the County and the employee and/or the Association. If the County fails to act in accordance with the steps set forth herein the Union shall have the right to proceed to the next step of the grievance procedure.

13.6. Nothing in this article shall be construed as an abrogation of the right of an employee to present a grievance without the assistance of a steward. At the request of the employee, the steward shall be excluded from the hearing at step 1. The steward shall be given the opportunity to attend any subsequent hearing in step 2 or step 3.

13.7. As used herein "working days" shall mean weekdays (Monday - Friday) and shall exclude Saturdays, Sundays and holidays listed in 8.1 of this Contract.

ARTICLE 14

ASSOCIATION REPRESENTATIVE

14.1. The County agrees to recognize the steward duly authorized by the Association.

14.1.1 There shall be one steward at the Sheriff's Department.

14.2. The Association shall furnish the name of the steward to the County and keep the County advised of any changes.

14.3. The County shall authorize a reasonable amount of time during the regular working hours without loss of time or pay to permit the steward to carry out the steward's responsibilities in accordance with the provisions of this agreement. The Association agrees that it shall guard against the use of excessive time in handling such responsibilities. The steward before leaving the steward's assigned work area to transact appropriate Association business shall first obtain the consent (which consent shall not be unreasonably withheld) of the steward's immediate

supervisor. Upon entering a work area other than the steward's own, the steward shall first advise the appropriate supervisor of the steward's presence and specify the name(s) of the employee(s) to be contacted.

14.4. The County agrees to authorize one day off in any one calendar year without loss of time or pay for each steward to enable the steward to attend Association training programs. The Association shall notify the County no less than twenty (20) days in advance of such proposed training programs.

ARTICLE 15
CONSULTATION

15.1. It is agreed and understood that the employment relationship is an appropriate matter for consultation between the parties.

15.2. The parties recognize their mutual obligation to conscientiously seek satisfactory solutions to problems arising out of the employment relationship.

15.3. Consultation may be requested by either party in writing stating the reasons for the requested meeting and the proposed agenda or topic of consultation.

15.4. A mutually agreeable meeting date shall be established provided that such date shall be within twenty (20) working days of receipt of the written notice. This time limit may be extended by agreement of the parties.

15.5. At such meeting, each party shall be entitled to have present not more than four (4) representatives unless additional representatives are permitted by prior agreement.

ARTICLE 16
SEPARABILITY

16.1. In the event that any provision of this agreement at any time after execution shall be declared invalid by any court of competent jurisdiction, or abrogated by law, such decision shall

not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 17

NOTICES

17.1. Whenever a written legal notice is required to be given by the County to the Association, such notice shall be given to the State organization of the State Employees' Association of New Hampshire, Inc. with offices in Concord, New Hampshire.

17.2. Whenever written legal notice is required to be given by the Association to the County, such notice shall be given to the Sheriff with a copy to the County Commissioners.

ARTICLE 18

WAIVER

18.1. Waiver by either party of the other's nonperformance or violation of any term or condition of this agreement shall not constitute a waiver of any other nonperformance or violation of any other term or condition of this agreement, or of the same nonperformance or violation in the future.

ARTICLE 19

PROMOTION, TRANSFER, LAYOFF, SENIORITY

19.1. The parties agree that each full time employee in the bargaining unit should be provided with an equal opportunity for advancement.

19.2. Whenever possible and whenever in the discretion and it is in the best interests of the Sheriff and is reasonable, a vacancy or new position will normally be filled by the promotion of a full time employee from within the Department. In considering the promotion of a full time employee within the Department, the Sheriff shall consider among other things, the employee's qualifications, seniority, capacity for the position, and demonstrated ability.

19.3. Any employee who meets the minimum qualifications of the position to be filled may submit an application for the position. The Sheriff shall screen all applicants and interview the applicant or applicants deemed most qualified for the position. The Sheriff will post all openings and opportunities for promotion in conspicuous places for a period of at least one (1) week. The posted positions shall contain, among other information, the following: 1) Job Title, 2) Initial Job Location, 3) Department, 4) Date of Posting, 5) Scheduled Weekly Hours, 6) Date of Closing, 6) Salary Range, 7) Class Specification, and 8) Job Prerequisites.

19.4. Layoffs:

19.4.1. When the Sheriff lays off an employee in the unit by reason of abolition of a position, because of change in organization, lack of work, or insufficient funds, such layoff shall not be considered to reflect discredit on the service of the employee.

19.4.2. The Sheriff shall give written notice to the employee affected by any proposed layoff for the reasons set forth in 19.4.1. above at least fourteen (14) calendar days before the effective date of the layoff.

19.4.3. In the event of a layoff, the Sheriff will normally layoff according to seniority, beginning with the employee with the least seniority in each job classification to be affected. However, in the event a layoff occurs and it is not accomplished according to seniority, the justification, or lack thereof, for not following the "normal" layoff procedures according to seniority will be subject to the grievance arbitration provisions of this contract.

19.4.4. After a layoff, in the event the positions are reopened within two (2) years, the Sheriff agrees to recall in writing all available laid off employees first according to classification and seniority.

19.5. Seniority shall be defined as an employee's length of continuous service with the Sheriff since the employee's last hiring date, and shall be calculated on the basis of years, months and days of service. Should there be a voluntary interruption or break in service, seniority shall commence as of the most recent entrance into County service. Should the break in service be due to a reduction in force, prior seniority will be retained only upon reentrance into County

service in the same or a promoted position. The period of a leave of absence with or without pay shall not be included in the determination of seniority and such leave of absence shall not be considered a voluntary interruption or break in service for purposes of this section.

ARTICLE 20
DISCIPLINARY ACTION

20.1. The parties jointly recognize the deterrent value and necessity of the ability to impose disciplinary action. Accordingly the administration will endeavor to:

- (a) Act to impose discipline within a reasonable time of the offense;
- (b) Apply discipline with a view toward uniformity and consistency;
- (c) Impose a procedure of progressive discipline including the following actions:
 - 1. Oral reprimand;
 - 2. Written reprimands;
 - 3. Suspension without pay;
 - 4. Demotion;
 - 5. Dismissal. (Dismissal will be controlled by and undertaken pursuant to RSA 28:10-a, as amended. It is specifically agreed by the parties that any dismissal pursuant to this section shall not be review able pursuant to the grievance procedure of this contract but will be review able only pursuant to the provisions of the review set forth therein).

The parties agree that there will be appropriate cases that will warrant the administration by-passing some of the above progressive disciplinary steps.

20.2. All written warnings shall be placed in the employee's personnel file at the time they are given. All warnings shall narrowly and specifically identify the alleged action or non-action for which the warning is being given, and shall cite the particular contract provision or published rule or regulation which is alleged to have been violated.

20.3. In addition to the rights set forth in 20.1 above; the administration may suspend an employee without pay for disciplinary reasons for a period not to exceed ten (10) working days. Notice for such suspension setting forth the specific reasons for the action shall be in writing or shall be given orally and confirmed in writing within twenty-four (24) hours of the suspension.

20.4. In addition to the power set forth in 20.1 above, the Sheriff may relieve employees from duty temporarily with pay for a period of up to thirty (30) working days to permit the Sheriff to investigate and make inquiries into charges and allegations concerning the employee. This suspension with pay may be imposed in addition to any suspension authorized pursuant to 20.3. above.

20.5. Normally, employees shall not be reprimanded or otherwise disciplined in the presence of other employees or other persons and discipline shall be treated in a confidential manner. It is understood that occasions may arise in which it will be necessary for an employee to be warned or cautioned about an imminent condition or situation, which would otherwise occur or fail to occur in the absence of an immediate statement. In such a situation, the employee may be corrected or given direction regardless of the presence of other employees or other persons. Such correction or direction shall be limited to the condition or situation at hand and any follow-up discipline or reprimand shall be conducted as noted above. When disciplined or reprimanded, an employee's direct supervisor or other person(s) directly involved in the disciplinary action may be present.

ARTICLE 21

COMPENSATION

21.1. Wages :

A. Effective January 1st, 2006, wages for unit employees shall be increased by five and a half percent (5.5%) and they shall be paid in accordance with the salary schedule contained in Appendix A, which is made a part hereof.

The County is requesting an updated wage & classification plan in the year 2006. If ratified by the County Convention, the County agrees to make a copy available to the

collective bargaining unit within 30 days, whereupon the bargaining unit will have 90 days to request a re-opening of said contract with respect to wages. In the event said plan is not ratified by the County Convention, the collective bargaining unit reserves the right to re-open negotiations with respect to wages.

B. Effective January 1st, 2007, wages for unit employees shall be increased at the rate of the CPI-U not seasonably adjusted (Northeast Urban) as published by the U.S. Department of Labor, Bureau of Labor Statistics for the twelve (12) month period ending September 30th, 2006.

C. Effective January 1st, 2008, wages for unit employees shall be increased at the rate of the CPI-U not seasonably adjusted (Northeast Urban) as published by the U.S. Department of Labor, Bureau of Labor Statistics for the twelve (12) month period ending September 30th, 2007.

D. Effective January 1st, 2009, wages for unit employees shall be increased at the rate of the CPI-U not seasonably adjusted (Northeast Urban) as published by the U.S. Department of Labor, Bureau of Labor Statistics for the twelve (12) month period ending September 30th, 2008.

E. In addition to the general wage increases provided hereby, all employees who are not at the maximum of their pay range shall move upward one step each year on their anniversary date of hire.

21.2. Payroll checks shall contain an itemization of payroll deductions for the pay period and an accounting of FICA and FWT deductions to date for the calendar year.

21.3. The compensation plan for unit employees shall be consistent with the following:

A. No employee shall receive a salary greater than the maximum or less than the minimum for that employee's class.

B. Beginning salary - the minimum rate of pay for a class shall normally be paid upon appointment to the class. However, original appointment at a salary above the minimum rate may be paid whenever such action is in the best interests of the County as determined by the Sheriff.

C. Re-employment - if a former employee is re-employed within a period of one year in a class in which s/he was previously employed, the Sheriff shall make an appointment at the same or higher rate of pay that the employee had been receiving at the termination of his/her prior service.

D. Demotion - an employee who is demoted to a lower class, for which s/he is qualified, shall be employed at the step in his/her lower salary range appropriate for his/her length of service.

E. Promotion - when an employee is promoted s/he shall normally be paid at the minimum rate of the new class. If said minimum is less than or the same as the former rate, s/he shall be paid at the next full step above his/her former rate.

F. Temporary promotion - an employee who receives a formal temporary promotion shall be paid at a rate commensurate with his/her temporary promotion after serving in the higher position for one full workday. For the purpose of this section, a "formal temporary promotion" shall exist when an employee is directed by his/her employer to assume the duties and responsibilities of a higher position, provided such duties and responsibilities are not also included within the employee's normal position, subject to the availability of funding.

21.4. Employees who have completed ten (10) years of continuous service shall be paid, in addition to their normal salary, the sum of three hundred fifty dollars (\$350.00) annually; fifteen (15) years of continuous service shall be paid four hundred fifty dollars (\$450.00); twenty (20) years of continuous service shall be paid five hundred fifty dollars (\$550.00) annually; and twenty-five (25) years and above of continuous service shall be paid six hundred fifty dollars (\$650.00) annually. The amount will be paid with the first pay period of December of each year. Such payment shall be in a separate check.

Continuous service shall mean uninterrupted employment within any bargaining unit covering Belknap County employees, consistent with Article 19, Section 5 of this Agreement.

ARTICLE 22
DURATION AND RENEGOTIATION

22.1. This Agreement as executed by the Parties shall remain in full force and effect ending at 11:59 p.m. on December 31, 2009 or when replaced by a successor agreement, whichever shall occur later.

22.2. Renegotiation of this Agreement will be effected by written notification by one party to the other not earlier than August 1, 2008, except as set forth in 21.1 C hereof. Negotiations shall commence within two (2) weeks of receipt of such notice.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have executed this Agreement on this 29th day of November 2005.

FOR THE COUNTY:

FOR THE ASSOCIATION:

PHILIP P. DAIGNEAULT
Chair, County Commissioner

THOMAS ALDEN
Unit Representative

CHRISTOPHER D. BOOTHBY
Vice Chair, County Commissioner

DAVID M. PERKINS
Unit Representative

GORDAN E. BARTLETT
Clerk, County Commissioner

JENNIFER SCHILLINGER
Unit Representative

DANIEL COLLIS
Sheriff

BRIAN MITCHELL
SEA Negotiator

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