

# Collective Bargaining Agreement

Between

Belknap County  
and  
Teamsters Local #633

For the Period  
1/1/2019  
up to and including  
12/31/2020

## AGREEMENT

THIS AGREEMENT made and entered into by the Belknap County (hereinafter called the County) and Teamsters Local #633 (hereinafter called the Union) representing the unit employees of Belknap County as outlined herein.

## WITNESSETH

WHEREAS: The Union is certified by the NH Public Employees Labor Relations Board as the exclusive representative of the unit employees of the County who are in the aforementioned departments;

NOW THEREFORE: The parties hereto contract and agree with each other as a result of collective bargaining as follows: The Union represents all unit employees for the purpose of bargaining with respect to wages, hours, and other conditions of employment as defined by statute RSA 273:A-1 (XI).

## ARTICLE I

### RECOGNITION

- 1.1 Whenever used in this Agreement, the word "employees" shall refer only to a person or persons actively and regularly engaged in the County's work or enrolled on the regular payroll of the County in a full time position.
- 1.2 The County hereby recognizes that the Union (Teamsters Local #633) is the sole and exclusive representative of all employees who are part of the recognized bargaining unit, which does not include the management or supervisory employees of the Department, who have the authority to promote, discharge, discipline, or otherwise effect changes in the status of employees, for the purpose of collective bargaining.  
Unit: Account Clerk, Administrative Assistant, A/P & Payroll Clerk, Community Corrections Officer, County Attorney Office Manager, Accountant, Indexing Supervisor, Internet & Coding Clerk, Legal Assistant, Secretary –Legal, LPN Corrections, Maintenance Worker/Custodian, Corrections Maintenance Worker, Medical Records Coder, NH Billing Coordinator, Nursing Unit Clerk, Program Director-Corrections, Purchasing Coordinator, RN Corrections –Charge Nurse, Victim Assistance Advocate. It is agreed by the County and the Union that a joint application will be made by the two parties to the New Hampshire Public Employees Labor Relations Board to change the unit certification of the bargaining unit covered by this CBA to conform with the list of positions set forth in this section.
- 1.3 Whenever re-employments are made, or the County hires new employees, they may, upon completion of their probationary period, become members of the Union.

### PAYROLL DEDUCTION

- 1.4 Upon individually written authorization of the Union employees and approved by the Union President, the County agrees to deduct from each employee so authorized the current monthly Union dues, as certified to the employer by the Treasurer of the Union, and deliver the same to the Union and Treasurer. Said deduction to be made weekly. However, if any employee has no check coming to him/her or the check is not large enough to satisfy the assignments, then and in that event, no collection will be made from said employee for that week. The Union agrees for itself and its members that they will individually and collectively perform loyal and efficient work and services and use their influence and best efforts to promote and advance the interest of the taxpayers of Belknap County.

Further, upon individually written authorization of the Union employees and approved by the Union President, the County agrees to deduct from each employee contributions to D.R.I.V.E. and deliver same to the Union and Treasurer.

- 1.5 Non-Discrimination. The County and the Union agree to follow all laws prohibiting discrimination.

Reasonable accommodation, as required by law, will be made regarding the employment of handicapped individuals.

## ARTICLE II

### WAGES AND HOURS

- 2.1 The normal work week shall consist of any work performed forty (40) hours on Sunday through Saturday, at straight time pay.

Employees will be given a two-week notice when a shift is to be changed.

- a) Shift differentials shall be paid to Corrections Nursing Staff as follows:

M – F \$1.75 3:00pm – 11:00pm  
\$1.85 11:00pm – 7:00am

Sat/Sun \$1.85 7:00am – 3:00pm  
\$2.00 3:00pm – 11:00pm  
\$2.10 11:00pm – 7:00am

- b) Community Corrections Officers and the Programs Director shall be paid an hourly rate of .75 for any hours actually worked. This shall constitute Hazardous Duty pay and will not be paid for any paid time that is not actual hours worked (ie vacation, holiday, sick, etc.)
- c) Community Corrections Officers shall be paid a weekend shift differential of \$1 for any weekend hours worked.

- 2.2 Overtime

- a) All time worked in excess of 40 hours in any one work week shall be paid at the rate of time and one-half. Paid holidays occurring during the week shall not be counted as hours worked for the purpose of determining the forty (40) straight time hours.
- b) Emergency work. It shall be the duty of all employees to make themselves available during the course of emergencies.

- 2.3 The parties agree to create a labor-management committee to address issues and concerns.

- 2.4 Any person who has left their place of employ and is recalled to work prior to the next normal shift will be paid for a minimum of 2 hours at the rate of time and one-half, provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his residence within the two hour minimum guarantee may be called back for additional emergency or overtime without an additional two hour minimum work guarantee.

It is the purpose and intent of this section to assure an employee of at least two hours pay at overtime rates for the inconvenience of being called back to work between the normal shifts, but not to be separately paid for several callbacks within the two hour minimum guarantee period.

Any employee who is called in one hour or less prior to the start of his normal shift shall receive such time at the overtime rate, but is excluded from the two hour minimum guarantee outlined in the previous subsection of this section.

2.5 Lunch Hour and Rest Breaks - The County provides for a lunch period of one half hour, which counts as time worked.

2.6 Travel Allowance - The County will reimburse employees at the IRS established rate for vehicle usage when personal vehicles are utilized for County business in accordance with County policy.

## 2.7 RATINGS

An employee may be temporarily assigned to the work of any position of the same or lower class grade without change in pay. Upon cessation of such temporary assignment, said employee shall be restored to his/her original position.

Higher Minimum Rate. When an employee is temporarily assigned to a position in a class with a higher minimum rate of pay for at least one week, the department head shall grant a pay increase to the starting step of that class or the next higher pay step, which provides a pay increase for the duration of the temporary assignment. Written notice from the employee's department head requesting the temporary assignment and pay change shall be forwarded to the Director of Human Resources and County Administrator at least one full pay period prior to the effective date. This notice shall be filed in the employee's personnel file to show experience in a different class that may add significantly to the employee's total qualifications. Provisions of this section shall not apply if the employee's position description stipulates that the employee shall assume responsibility for the higher classification.

## ARTICLE III

### WAGE RATES

3.1 Classification of positions and wage rates shall be in accordance with the position classification

3.2 Longevity:

Regular full time employees who have completed ten (10) years of service shall be paid in addition to their normal salary additional annual bonuses based on the following years of service:

<u>Years of Service</u>	<u>2019</u>	<u>2020</u>
10	\$365	380
15	\$465	480
20	\$565	580
25+	\$665	680

The amount will be paid on the first Thursday in December of each year.

3.3 Step Increases:

Step increases shall be granted in 2019 and 2020 on the basis of employee performance and made effective as of the employee's annual evaluation date. Those step increases based on evaluation dates occurring prior to the effective date of this contract will be paid retroactively from such evaluation date. An overall rating of Acceptable, or better, must be attained on the employees annual performance review.

Employees will be eligible for two steps in 2019 (approximately 6%) and one step (approximately 3%) in 2020.

Employees at the top of their pay scale will be eligible for a \$500 bonus, upon successful evaluation, on their anniversary date, in 2019 and 2020.

#### ARTICLE IV

##### HOLIDAYS

- 4.1 All bargaining unit members, shall be paid the following named holidays.

New Year's Day	Labor Day
Civil Rights Day = floating holiday	Columbus Day
President's Day	Christmas
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
Day after Thanksgiving	

- A. The MLK/Civil Rights Day floating holiday shall accrue on January 1 of each year for use on MLK/Civil Rights Day or for use at any other time during the calendar year. The day must be requested as whole day and only those employed on January 1<sup>st</sup> of the current year are eligible.
- B. For all full time employees who work Monday through Friday, holidays that fall on Saturday will be observed on Friday and holidays that fall on Sunday will be observed on Monday. Those staff who work other than a Monday through Friday schedule, the calendar holiday will be observed as the holiday.
- C. Eligible employees will be paid for holiday time off. Holiday pay will be calculated at the employee's base straight-time pay rate as of that holiday multiplied by the number of hours employee would normally have been scheduled to work that day.
- D. If an employee is on a paid absence during the holiday, such as vacation or sick leave, employee will receive holiday pay instead of the paid time off pay employee would have received.
- E. If an eligible nonexempt employee is required to work on a recognized holiday, he/she will receive holiday pay, plus wages at his/her straight-time rate for the hours worked on the holiday. The County does not count holiday paid time off as hours worked when calculating overtime.

#### ARTICLE V

##### PROMOTIONS AND TRANSFERS

- 5.1 The County reserves and shall have the right to make promotions and transfers primarily on the basis of ability and performance of duty, but shall be governed by seniority where equal ability and performance of duty have been demonstrated.
- 5.2 On the Job Training
  - a) The County shall provide a reasonable opportunity for adequate training for employees necessary to perform their assigned duties.
  - b) The County shall pay the cost and expense of training or education, not to exceed the budgeted amount for each department every year.
  - c) Courses must be approved in advance by the County through its department heads. Every effort will be made to notify employees of courses or short seminars being offered by an organization pertaining to their particular job assignments.

- d) Payment will be made directly to the organization or school. Expenses such as room and board will be paid in advance. Mileage will be reimbursed to the employee.
- 5.3 Whenever possible, promotions or transfers shall be made from the ranks of regular employees who are employed by the County at the time of such promotion.
- 5.4 Any new or vacant positions contemplated to continue beyond a period of thirty (30) days shall be posted on the County and Union bulletin boards for at least three (3) working days and interested employees shall have the opportunity to apply for such position, promotion, or transfer.
  - a) Positions that are posted in accordance with this section will be filled as soon as possible following the closing of the search for replacements/hires for such positions.
- 5.5 All new positions, promotions or transfers shall have a probationary period of 12 months. Any increases (step increases) shall occur at one year intervals in accordance with anniversary dates and upon Acceptable performance review.

## ARTICLE VI

### LEAVE

#### 6.1 General Policy.

Leave is any absence from regularly scheduled work hours that is approved by the proper authority. Leave may be with or without pay and shall be granted in accordance with these rules, with the work requirements of the department and, whenever possible, with the personal desire of the employee.

#### 6.2 Vacation Leave.

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits.

- A. Employees who are regularly scheduled to work forty hours (40) per work week are eligible to receive vacation time in accordance with the provision of this policy. Employees who are regularly scheduled for at least twenty hours (20) weekly but less than forty (40) hours will be entitled to pro-rated vacation.
- B. Vacation time will be calculated on the following basis:

<u>Years of Service</u>	<u>Accrued</u>	<u>Per Year</u>	<u>Maximum</u>
0-10	2.31 hrs/week	120 hrs	240 hrs
10+	3.06 hrs/week	160 hrs	320 hrs
20+	3.69 hrs/week	192 hrs	320 hrs

- C. Vacation leave is accrued on an anniversary year basis. Vacation leave shall not accrue in excess of the "maximum" listed above. In other words, employees will not receive any accruals once they have reached their maximum accrual. Employees may carry over their accrued but unused vacation leave into the following anniversary year, and in accordance with this policy of "maximum accrual amounts" (e.g., for employees with 0 - 10 years of service, the maximum number of hours they can accrue in a given year is, 120 and the maximum number of hours they can accrue in total is 240; any accruals over 240 are forfeited). Employees with sufficient accrued time shall be afforded the opportunity to receive two (2) consecutive weeks of uninterrupted leave if the employee so desires and operational requirements can be met during employee's absence. Leave time can only be taken in quarter hour increments. Employees should request advance approval at least two weeks prior to the desired time off from their immediate supervisor. The County reserves the right to refuse a vacation request.
- D. Vacation leave subject to the needs of the County may be scheduled on the basis of department

seniority or may be assigned on a first come basis subject to the needs of the County as determined by the County.

- E. Employees who have been employed continuously for a period of six (6) months or longer, except those 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, will be paid for any unused accumulated Vacation leave at the employee's regular rate of pay upon separation from employment.
- F. Vacation leave is earned from the first day of employment but may only be used as it accrues. Vacation accruals operate on an anniversary year basis.
- G. Every effort should be made by employees to utilize their vacation time.
- H. Employees will not accrue vacation time while they are on a leave of absence that is not being paid by the County. In other words, if an employee is receiving pay through already accrued vacation or sick time, vacation time will continue to accrue, but accruals will stop for any unpaid period of the leave, including periods during which the employee is receiving income from sources other than the County (such as worker's compensation or disability benefits).

### 6.3 SICK LEAVE.

Employees who are regularly scheduled to work forty hours (40) per work week are eligible to receive sick leave in accordance with the provision of this policy. Employees who are regularly scheduled for at least twenty hours (20) weekly but less than forty (40) hours will be eligible for pro-rated sick leave.

Employees 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:

<u>Accrued Per Week</u>	<u>Per Year</u>	<u>Max Accrual</u>
2.31 hours	120 hours	880 hours

Sick leave will be paid at the employee's regular rate of pay.

- A. Sick leave may be utilized for absences due to an employee or their dependent's illness, injury, exposure to contagious disease, quarantine, doctors and dentists appointments, unless such sick leave pay is requested in connection with an approved FMLA leave of absence to care for a family member with a serious health condition, in which case the employee will be permitted to use accrued but unused sick leave to care for a family member with a serious health condition.
- B. Sick leave is earned from the first day of employment and may be used as earned. The accrual begins at the end of the first full month of employment. Sick time shall not be considered time worked for purposes of overtime pay unless notice is given five (5) days prior to said illness.
- C. 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. The County reserves the right to request a doctor's certificate for any absence.
- D. Any employee employed on January 1st of the current year, using 32 or less hours of sick leave in a calendar year shall receive a bonus equal to three (3) day's pay at the employee's base rate of pay as of the end of the subject calendar. Sick Bonus will be paid in January, with the first payroll of the new budget year.
- E. Sick leave accruals are not paid out upon separation of employment. However, employees who retire pursuant to RSA 100-A shall be paid at their regular rate of pay for thirty percent (30%) of their accumulated sick leave to a maximum of thirty (30) days of paid sick leave.



## ARTICLE VII

### DISCIPLINE AND TERMINATION FOR JUST CAUSE

- 7.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infractions for which disciplinary action is taken and shall be for just cause.
- 7.2 An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include but not be limited to the following: (a) Insubordination, (b) Violence in the work place, (c) Deliberate damage to County property (d) Failure to carry out assigned duties, (e) Use of drugs or alcohol, (f) Drinking or use of drugs on duty, including during lunch breaks. All of the above shall be subject to the grievance procedure,
- 7.3 Warnings, reprimands or suspensions will be placed in the employee's file no later than five (5) days after the occurrence. This file will be maintained at the County Administrator's office. Copies shall be given to the affected employee and the Union at the time of the action.
- 7.4 The level of discipline will be commensurate with the level of the offense. Generally, progressive discipline will be taken in the following order:
- a) Verbal warning
  - b) Written warning/reprimand
  - c) Suspensions without pay
  - d) Discharge
- 7.5 The parties agree that unless an employee incurs subsequent discipline for similar infractions, written warnings generally may not be used as the basis for progressive discipline by the employer after twelve months, and that suspensions may not be used as the basis for progressive discipline after one year. The parties share a joint understanding that the value of discipline generally diminishes over time.
- 7.6 If employees are accused of substance abuse by management, and subsequently sent for a drug test, and the test result is a positive for the presence of illegal substances, the employee may, at their option, request an additional sample to be tested to provide a second opinion. Such test shall be at the employee's expense except that in the event the test result is negative the County shall pay for such test. In any event, management's actions shall stand, subject to the grievance provisions of this agreement.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

#### 8.1 Definition

A grievance under this article is defined as an alleged violation of any of the provisions of this agreement.

NOTE: Employees who have a "complaint" must take up the complaint with their immediate supervisor verbally before they can process the complaint as a formal grievance. The immediate supervisor shall give their answer within two (2) days. It is anticipated that nearly all complaints can be resolved informally without grievance. An employee may be accompanied by a Union member at the time of presenting a complaint.



Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provisions of this agreement allegedly violated, the relief sought, and the extent to which the grievant has sought an informal adjustment of the grievance.

## 8.2 Procedure

Step One - An employee desiring to process a grievance must file a written statement of the grievance to their department head no later than five (5) days after the employee knew the facts in which the grievance is based, and in no case more than six (6) months from the occurrence. The department head shall meet with the employee within two (2) days following receipt of the notice and shall give a written decision within two (2) days thereafter.

Step Two - If the employee is not satisfied with the decision of the department head they may file, within five (5) days following the decision, a written appeal with the County Administrator setting forth the specific reasons why he/she believes the agreement is being violated by the County action in question. Within ten (10) days following receipt of the appeal, the County Administrator shall either; attempt to resolve the grievance with the Union Representative or advance the grievance to the County Commissioners. The County Commissioners shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) days following receipt of the appeal and written decision shall be rendered within five (5) days thereafter.

Step Three - If the employee is not satisfied with the decision of the County Commissioners, the Union may file, within twenty (20) days following the receipt of the decision of the County Commissioners, a request for arbitration to Tri-State Arbitration Association under its rules and regulations.

The decision of the Panel shall be final and binding on the parties. In the event the decision of the arbitrator would result in or require the expenditure by the County of unappropriated 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.

- 8.3 The cost of arbitration shall be borne equally by the parties.
- 8.4 The foregoing time limitations may be extended by mutual agreement of the parties.
- 8.5 Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the County.
- 8.6 The employee/grievant has the right to be represented at all steps of the grievance procedure.

## ARTICLE IX

### SAFETY

- 9.1 The County shall have the right to make regulations for the safety and health of its employees and the manner in which work is performed during their hours of employment. Representatives of the Union shall meet quarterly with the JLMC at the request of either party to discuss such regulations. The Union agrees that its members who are employed by the County will comply with the rules and regulations relating to safety, economy, continuity and efficiency of services to the County and the Public.

## ARTICLE X

### STRIKES AND LOCKOUTS

- 10.1 Under no circumstances will the Union cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick out, work slowdowns, withholding of services or any curtailment of work or restriction or interference with the operation of the County during the term of this agreement. The County will not lock out the employees during the term of this agreement.

## ARTICLE XI

### BEREAVEMENT LEAVE

- 11.1 Bereavement leave of 3 days with pay between the date of death and the date of the funeral inclusive, shall be granted an employee in the event of death of his/her:

Spouse	Niece	Sister
Father	Nephew	Brother
Mother	Cousin	Child
Father-in-law	Son in law	Mother-in-law
Grandchild	Daughter in law	Sister-in-law
Grandmother	Guardian	Brother-in-law
Grandfather	Step-Children	Aunt
Uncle	Step-Parents	

or

A relative domiciled in the employee's household.

- 11.2 Under extenuating circumstances, two (2) additional days with pay may be granted; such days to be charged to the employee's Vacation time leave.

## ARTICLE XII

### WORKERS' COMPENSATION

- 12.1 While on Workers' Compensation or disability leave, employees shall continue to accumulate seniority and will remain eligible for full benefits up to a maximum of twelve months.

## ARTICLE XIII

### HEALTH INSURANCE

- 13.1 Health Insurance

All full-time employees shall be provided with Health and Hospitalization insurance with a premium contribution of 7.5%. ***If at any time during the contract period, all Belknap County employees contribute 7.5% toward their health insurance premiums, then this unit will begin paying 10%.*** The designated insurance plan to be provided in accordance with this provision shall be the Health Trust ABSOS20/40 1KDED RX10/20/45 plan or a plan with a similar benefit level. The parties further agree that such agreement of similarity shall not be unreasonably withheld. In addition, the parties agree that in a situation where consent to change is withheld and a legal action is brought as a result, that irreparable harm will occur unless the matter is made subject to summary disposition.

Unit employees shall be provided the option under this CBA to purchase any health care plan offered by Allegiant Care in lieu of the plan offered by the County. If this option is selected by an employee, the County shall be responsible to pay the actual premium amount up to but not

exceeding the amount of premium which is paid for by the County.

YEAR 1 (2019 rates):

2019 rates	Total Plan Cost			Employee	Employer	Annual
	Monthly	Annual	Weekly	Weekly	Weekly	Employer Cost
County HealthTrust SOS Plan				<b>7.50%</b>		
1 Person	789.15	9,469.80	182.11	<b>13.66</b>	168.45	8759.40
Emp+Child	1,578.30	18,939.60	364.22	<b>27.32</b>	336.91	17519.32
2 Person	1,578.30	18,939.60	364.22	<b>27.32</b>	336.91	17519.32
Family	2,130.71	25,568.52	491.70	<b>36.88</b>	454.82	23650.64
County Dental						
1 Person	46.68	560.16	10.77	<b>10.77</b>	-	-
2 Person	100.52	1,206.24	23.20	<b>23.20</b>	-	-
Family	171.96	2,063.52	39.68	<b>39.68</b>	-	-
Allegiant Care w Dental & Vision						
1 Person	796.00	9,552.00	183.69	<b>15.24</b>	168.45	8,759.40
Emp+Child	1,293.00	15,516.00	298.38	<b>0.00</b>	298.38	15,515.76
2 Person	1,670.00	20,040.00	385.38	<b>48.48</b>	336.91	17,519.32
Family	2,092.00	25,104.00	482.77	<b>27.94</b>	454.82	23,650.64
Allegiant Care - no Dental/Vision						
1 Person	752.00	9,024.00	173.54	<b>5.09</b>	168.45	8,759.40
Emp+Child	1,178.00	14,136.00	271.85	<b>0.00</b>	271.85	14,136.20
2 Person	1,574.00	18,888.00	363.23	<b>26.32</b>	336.91	17,519.32
Family	1,970.00	23,640.00	454.62	<b>0.00</b>	454.62	23,640.24

If at any point during the term of this CBA, the cost of the Allegiant Care plan rises beyond the employers cost for the County offered plan, the employee covered by the Allegiant Care plan will be responsible for paying the difference in amount.

If, at any point, Allegiant Care, or any health care plan offered under this agreement, fails to continue to meet the requirements of the Affordable Care Act, the County will, if required, offer an additional compliant health care plan to all employees eligible for such coverage as required by law.

Should any insurance plan(s) required under this CBA subject the Employer to an excise tax under Federal or State law, the parties agree to immediately re-open this CBA for the limited purpose of negotiating an alternative plan(s) that will not be subject to the excise tax.

- A. Employee contributions, if any, for premium costs of both medical and dental insurance shall be on a Section 125 pre-tax basis.
- B. The County shall make available to employees 125 Plan Health Care and Dependent Care Flexible Spending accounts.

Those employees who choose not to participate in the health insurance benefit and can provide proof of alternate coverage shall receive an annual benefit opt out payment in an amount determined during open enrollment of each year.

1. Opt out amounts are available from the Director of Human Resources by the first of May each year.

2. The employee shall be required to submit proof of and certify coverage under an employer-sponsored health insurance plan and must notify the Human Resources Department if the alternate coverage is lost during the plan year. This payment shall be made to the employee prorated on a weekly basis. Those employees hired within the current year shall receive a prorated opt out incentive benefit. This payment is considered earnings and will be subject to appropriate treatment under tax laws.

#### ARTICLE XIV

##### DEFERRED COMPENSATION

- 14.1 The County shall provide payroll deductions to a 457 Deferred Compensation Plan selected by the County. Employees will be allowed to use earned time at a rate of up to one (1) day per month to contribute to the plan. The County shall make no contributions to the plan.

#### ARTICLE XV

##### BULLETIN BOARDS

- 15.1 The County shall provide space for a bulletin board for the posting of notices of the Union addressed to its members. The department shall locate its bulletin board at a convenient place. No notices shall be posted in or around the County property except on such boards.

#### ARTICLE XVI

##### MANAGEMENT RIGHTS

- 16.1 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, to hire and layoff employees; to classify, assign, transfer and promote; to discipline or discharge them for 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 County Commissioners and/or their designated agents may in their sole discretion deem reasonable and necessary provided the same are not inconsistent with the terms of this agreement.
- 16.2 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.
- 16.3 It shall also be the right of the Union, however, to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this agreement as a result of management exercising the above mentioned rights, whenever such grievances exist.

#### ARTICLE XVII

##### UNION BUSINESS

- 17.1 The Union shall provide the County with the names of the employees holding Union Office.

- 17.2 County employees acting as representatives of the Bargaining Units shall be given a reasonable opportunity to meet with the County, or its designees, during working hours without loss of compensation or benefits.
- 17.3 Every effort will be made to schedule negotiating sessions at a time which does not conflict with the scheduled work of employees who are members of the Union's collective bargaining team. In the event that employees, not to exceed two in number, who are members of the Union's negotiating team, are scheduled for work at a time during which a collective bargaining meeting will be held, said employees will be permitted to participate in negotiations without loss of pay.

## ARTICLE XVIII

### MAINTENANCE OF MEMBERSHIP

- 18.1 Each member of the bargaining unit who, on the effective date of this agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union for the duration of this agreement

## ARTICLE XIX

### SENIORITY

- 19.1 There shall be two (2) types of Seniority:
- a) County Seniority - County Seniority shall relate to the time an employee has been continuously employed by the County.
  - b) Classification Seniority - Classification Seniority shall relate to the length of time an employee has been employed in a particular classification.
- 19.2 In the case of layoff the parties agree to meet to outline a process.
- 19.3 Classification Seniority shall be the type considered in matters concerning "promotions" and "transfers" as set forth in Article V of this agreement.
- 19.4 Until a new employee has served the twelve month probationary period, it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause, and such discharge or lay-off shall not be subject to grievance procedure.
- 19.5 An employee shall not forfeit seniority during absences caused by:
- a) Illness resulting in total temporary disability due to his/her regular work with the Department, certified to by an affidavit from Workers' Compensation Carrier, including non-work connected disability up to six (6) months.
- 19.6 An employee shall lose his/her seniority for, but not limited to, the following reasons:
- a) Discharge for just cause.
  - b) If he/she resigns.
  - c) Promotion out of the bargaining unit.
- 19.7 The employee's present classification seniority as of the effective date of this contract shall be the only type of seniority considered for the purpose of establishing the Classification Seniority System called for in this Article. This Classification Seniority must have been continuous in

nature to merit consideration under this section. The preparation and maintenance of the Classification Seniority Roster shall be the responsibility of the Union approved by the County.

#### 19.8 Shift Assignments

In scheduling shifts, the Department shall give preference based on the Classification Seniority.

### ARTICLE XX

#### FAMILY, MEDICAL & MILITARY LEAVES OF ABSENCE

20.1 General Provisions - The County agrees to adhere to and administer FMLA as required by law.

#### 20.2 Military Duty Pay

a.) The County will pay the difference between an employee's base pay and his/her military pay for a maximum period of two weeks in any calendar year

b.) If you are on military leave for up to 30 days, health insurance will be continued and you must pay your regular contribution, if any, for the cost of health insurance. You must return to work on the first regularly scheduled work period after your service ends (allowing for reasonable travel time). If you are on military leave for more than 30 days, then your health insurance coverage will cease and you will be eligible to elect to continue your health insurance coverage at your own expense for up to 24 months, in accordance with USERRA. The cost for continuation coverage will be the full cost of the premium, and a 2% administrative fee may also be charged. When you return to work, you must apply for reinstatement in accordance with USERRA and applicable state laws.

c.) Employees must notify the County 30 days in advance of their military leave; failure to do so may result in the loss of one day's compensation.

### ARTICLE XXI

#### JURY DUTY

21.1 Employees called upon to perform jury duty must inform their Supervisor and the Director of Human Resources, by showing proof of the summons, immediately upon receipt of notice to report for duty, so that the Supervisor may make arrangements to accommodate the employee's absence. Employees who are called for jury duty and required to serve will be granted time off as necessitated by the schedule of the court. Employees shall be paid the difference between the amount received for jury service and the amount normally received for their scheduled work day, up to a maximum of ten (10) days. Any remaining jury service will be unpaid, unless payment would otherwise be required by federal or state law. When an employee is not scheduled for jury duty or is released early during the day, it is expected that the employee will report to work.

### ARTICLE XXII

#### SEVERABILITY

22.1 In the event any provision of this agreement in whole or in part is declared to be illegal, void, or invalid by any Court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event, the remainder of this agreement shall continue to be binding upon the parties hereto.



- 22.2 The parties agree to sit down to attempt to reconcile the problem relative to the invalidated provision of this Agreement within 30 days from the date of the decision which invalidated such section of the Agreement.

#### ARTICLE XXIII

##### EFFECT OF AGREEMENT

- 23.1 This instrument constitutes the entire Agreement of the County and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the Parties.
- 23.2 The Parties acknowledge that during the negotiations which resulted in this 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 the opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement.

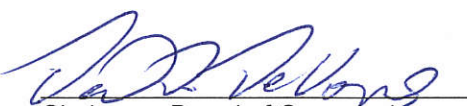
#### ARTICLE XXIV

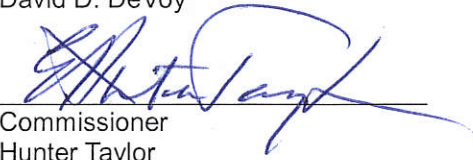
##### DURATION OF AGREEMENT

- 24.1 This Agreement shall be in full force and effect from and after 1/1/2019 and shall expire on 12/31/2020. IN WITNESS WHEREOF, the parties have executed this Agreement this 27th day of June, 2019.


For Belknap County

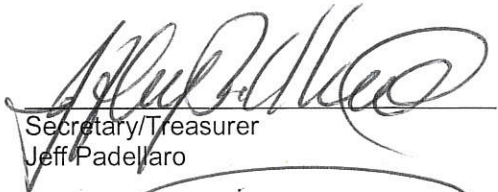
Teamsters Local #633


  
Chairman, Board of Commissioners  
David D. DeVoy


  
Commissioner  
Hunter Taylor

  
Commissioner  
Glen Waring

  
County Administrator  
Debra Shackett

  
Secretary/Treasurer  
Jeff Padellaro

  
Business Agent  
Keith Judge

  
Committee Member  
Brenda Lonzo



