AGREEMENT BETWEEN

THE COUNTY OF ROCKINGHAM, NEW HAMPSHIRE (LEGAL ASSISTANTS I, II AND PARALEGALS)

AND

TEAMSTERS LOCAL #633 OF NEW HAMPSHIRE

January 1, 2019 – June 30, 2021

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Article 1 Agreement

This Agreement is between the County of Rockingham, New Hampshire by and through its Board of Commissioners and on behalf of the Rockingham County Attorney's Office ("the County") and Teamsters Local #633 of New Hampshire ("the Union"). The County's and the Union's (collectively, "the Parties") respective obligations under this Agreement are premised on, and do not arise until, the following legal pre-conditions are all satisfied:

- The Board of Commissioners properly ratifies this Agreement; and
- The County Delegation properly votes to approve any and all cost items associated with this Agreement; and
- The Parties have fully executed this Agreement.

Article 2 Purpose

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

Article 3 Recognition

3.1 The County hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of NH RSA 273-A for all regular full-time Legal Assistant I's, Legal Assistant II's, and Paralegals as set forth in the Certification of Representation and Order to Negotiate on file with the Public Employees Labor Relations Board and dated September 10, 2018. Excluded from recognition or coverage under this Agreement are all other employees of the County and other employees in the County Attorney's Office and any individual falling under one or more of the exceptions to the definition of a public employee contained in RSA 273-A:1, IX(a)-(d).

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

3.3 It is understood that nothing contained in this Article shall be construed to prevent the County or appropriate Representatives thereof from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are the proper subject of collective bargaining negotiations, and covered by a term of this Agreement, any changes shall be made only through negotiations and agreement with the Union.

Article 4 Probation

4.1 Each new employee and each employee promoted to a higher classification shall serve a probationary period of one (1) year from the date of hire or

promotion to a higher classification. This probationary period may be extended up to four (4) months at the sole discretion of the County.

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

4.3 Upon successful completion of the probationary period, a new employee is eligible to become a member of the Union and be covered by the terms of this Agreement.

Article 5 Exclusions

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

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

Article 6 Non-Discrimination

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

Article 7 Management Rights

The parties agree that all the rights and responsibilities of the County which have not been specifically provided for in this Agreement are retained in the sole discretion of the County whose right to determine and structure the goals, purposes, functions, and the policies of the County without being subject to the grievance and arbitration procedures of this Agreement shall include but not be limited to the following: (a) the exercise of all of the rights, responsibilities and prerogatives that are inherent in the County or its agents by virtue of any statutes and/or regulations and/or ordinances; (b) the right to direct employees; (c) the right to promote and to determine qualifications, promotional criteria, hiring criteria, and standards for work, performance and/or productivity; (d) the right to hire, suspend, demote, discharge or take other disciplinary actions against an employee for just cause, subject to the provisions of this Agreement, including grievance and arbitration; (e) the right to transfer and/or relieve an employee from work because of lack of work or lack of funds; (f) the right

to assign employees; (g) the right to schedule work and the right to the general control of the County Attorney in all of its phases and details; (h) the right to take such action as in its judgment the County deems necessary to maintain the efficiency of County's operations; (i) the right to decide job classifications and to create and/or abolish job positions; (j) the right to determine the means, methods, budgetary, and financial procedures, and personnel by which the County's operations are to be conducted; (k) the right to take such actions as may be necessary to carry out the missions of the County in case of emergencies; (l) the right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith; (m) the right to determine the functions, programs and methods of the County, including the use of technology, the County's organizational structure, and the selection, duration and number of the County's personnel, so as to continue the control of governmental functions; (n) the right to subcontract, or fill in with temporary or on call County employees, for work that employees are unable to perform due to employees' lack of qualifications to perform the work or due to other scheduling demands; (o) all rights retained by virtue of RSA 273-A and any other provisions of the New Hampshire Revised Statutes Annotated or other applicable laws.

Article 8 Stability of Agreement

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

Article 9 Union Business

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

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

9.3.1 Upon written authorization by a Union member covered by this Agreement and approved by the Union Secretary/Treasurer, the County, through its designated agents, agrees to deduct from the pay of each Union member so authorized the current Union dues and initiation fees and/or assessments as certified to the County by the Secretary of the Union. Said deductions shall be made each pay period provided, however, that if any employee has no check coming to him or her or the check is not large enough to satisfy the

deduction then, in that event, no collection will be made from said employee for that pay period.

9.3.2 The County or its agent shall send the amount so deducted at least one time per month, prior to the 20th of the month, to the Secretary/Treasurer of the Union.

9.3.3 The Union agrees to hold the County harmless from any claim or liability arising out of the deduction of dues and payment to the Union under this Article.

9.4 Union officers/members shall be allowed the use of meeting facilities/rooms for discussion when appropriate notification is given and room is available.

9.5 The Union Steward and/or his/her designee may utilize the Employer's electronic mail system, or other modes of correspondence, for the purpose of announcing dates, times and locations of meetings to its members.

9.6 The Union shall be allowed to make a reasonable number of paper copies for Union business free to charge.

9.7 The County agrees to recognize the Stewards duly authorized by the Union. There shall be one (1) Steward and one (1) Alternate Steward. The Union shall furnish the name of the stewards to the County and keep the County advised of any changes.

Article 10 Disciplinary Procedures

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

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

10.3 Disciplinary action will normally be taken in the following order; however the County may bypass one or more of these disciplinary options if the infraction so warrants:

a) Verbal warning

b) Written warning

c) Suspension without pay

d) Discharge

10.4 No employee shall be penalized, disciplined, suspended or discharged without just cause. For purposes of this Agreement, the following shall be just cause for discipline up to and including discharge:

10.4.1 Dishonesty;

10.4.2 Immoral conduct by stealing or removing property without having a right to such property from the County, another employee, resident, inmate or visitor of a County facility, anyone under the care and/or custody of the County, or otherwise unjustly acquiring money, property, or services from the County or at the County expense in violation of any provision contained herein or of any law of the State of New Hampshire;

10.4.3 Misappropriation of County property and services;

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

10.4.5 For the good of the County;

10.4.6 Incapacity or unfitness to perform his/her duties;

10.4.7 Immoral behavior including but not limited to immoral behavior by indecent conduct on the job or on any County facility or such conduct under circumstances that reflect badly on the County government as the Board of Commissioners may after hearing and deliberation determine;

10.4.8 Intoxication, including but not limited to intoxication by reporting for duty while under the influence of alcohol or any other drug; drinking alcohol or using drugs while on duty or while in any County facility;

10.4.9 Insubordination, including but not limited to insubordination to the County Attorney, a supervisor or any other superior;

10.4.10 Neglect of duty by failure to perform duties in accordance with these Rockingham County policies and procedures or failure to carry out the policies or instructions of the County Attorney;

10.4.11 Willfully damaging any County property or the property of an employee, visitor, resident, inmate, or anyone under the care and/or custody of the County or visitor of any County facility;

10.4.12 Employees shall meet and treat the public with the utmost courtesy and consideration; the use of coarse, profane, insolent, indecent, suggestive, sarcastic or insulting language, inappropriate gestures, expressions of prejudice concerning race, religion, politics, national origin, gender, lifestyle or personal characteristics is absolutely prohibited;

10.4.13 Physical or emotional abuse of anyone in the care and/or custody of the County, by violating the rights of anyone in the care and/or custody of the County, or by the disclosure of privileged information pertaining to anyone in the care and/or custody of the County or anyone having business with the County;

10.4.14 Neglect of duty or negligence in performing duties;

10.4.15 Negligence;

10.4.16 Other misconduct;

10.4.17 Unexcused absences or unexcused or excessive tardiness;

10.4.18 Violation of any of the County's policies, including but not limited to any policies concerning rules of conduct by employees contained in the County's Personnel Policies and Procedures Manual (as these policies may be amended from time to time at the County's sole discretion);

10.4.19 Violation of any policies and/or procedures and/or protocols implemented by the County Attorney's Office, including but not limited to policies, procedures and/or protocols contained in Policy Memos, Staff Memos, Office Manuals, Procedures Memos (as these materials may be amended from time to time at the County Attorney's sole discretion);

10.4.20 Violation of any applicable code of ethics, canon of ethics, standards of professionalism, statute or regulation governing legal staff and/or paralegals and/or the performance of their respective duties;

10.4.21 Violation of conflicts of interest policies;

10.4.22 Violation of standards pertaining to Victims' Rights;

10.4.23 Disclosure of confidential and/or privileged information;

10.4.24 Failure to comply with policies or procedures related to computer use, including but not limited to use of the Prosecutor by Karpel ("PBK") database;

10.4.25 Any conduct not specifically listed above which reflects badly on the County government or amounts to wrongdoing and where the discharge or removal of the employee would be for the good of the County.

Article 11 Consultation

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

Article 12 Grievance Procedure

12.1 Definition: A grievance is defined as a dispute or difference of opinion raised by an employee covered by the Contract, or by the County, or by the Union involving the meaning, interpretation or application of one or more provisions of this Contract. A grievance must be in writing and must state the specific provisions(s) in this Contract that have allegedly been violated. Further, the relief sought must be indicated by the party raising the grievance.

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

12.3 Formal Procedure:

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated and the reasons why the employee believes the Agreement has been allegedly violated, and the relief requested. Example of Grievance Form to be utilized by bargaining unit employees is attached; noted as Appendix B.

Step One: An employee desiring to process a grievance must file a written statement of the grievance to the County Attorney no later than ten (10) business days after the employee knew the facts on which the grievance is based. The County Attorney shall meet with the employee within five (5) business days following receipt of the notice and shall give a written decision within five (5) business days thereafter.

Step Two: If the employee is not satisfied with the decision of the County Attorney, he/she may file, within ten (10) business days following the County Attorney's decision, a written appeal to the Board of Commissioners setting forth a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated and the reasons why the employee believes the Agreement has been allegedly violated, and the relief requested. Within ten (10) business days following receipt of the appeal, the Board of Commissioners shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) calendar days following receipt of the appeal and a written decision shall be rendered within five (5)

business days thereafter.

Step Three: If the employee is not satisfied with the decision of the Board of Commissioners, the Union may file within twenty (20) business days following the receipt of the decision of the Board of Commissioners, a request for arbitration to the Public Employee Labor Relations Board. The Arbitrator shall be selected in accordance with the Public Employee Labor Relations Board's process regarding the selection of arbitrators. The Arbitrator shall be limited to interpretation of specific provisions of this Agreement. The Arbitrator shall not add to, modify, or delete any provision in the Agreement nor shall the Arbitrator order the payment of any cost item that has not been previously approved as a cost item by the County Delegation. The decisions of the Arbitrator shall be final and binding on the Parties. Either the County or the Union may appeal the Arbitrator's decision in accordance with RSA 542.

The cost of arbitration shall be borne equally by the Parties.

The foregoing time limitations may be extended by mutual written agreement of the Parties.

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

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

Article 13 No Strike/ No Lockout

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

Article 14 Wages and Hours

14.1 The normal workweek for full-time employees is 40 hours, Monday through Friday, and the normal workday is 8 hours, but may vary in accordance with the County Attorney Office's operational needs.

14.2 The Compensation and Classification Plan, which sets the wage rate ranges for employees, is appended hereto as Appendix A and fully incorporated into this Agreement. The parties agree that employees shall be paid at least the minimum wage rate set forth in Appendix A for the applicable fiscal year, and that no employee shall be paid more than the maximum wage rate set forth in Appendix A for the applicable fiscal year.

14.3 If the parties reach a contract Agreement prior to the expiration of the current contract, December 31, 2018, there will be no retroactive pay associated with this Agreement. All wage adjustments set forth herein shall occur and be implemented during the term of this Agreement and do not relate to time periods preceding the Parties' execution of this Agreement.

14.4 The County shall pay the wage adjustments set forth in this Section 14.4 provided that the following legal pre-conditions are all satisfied: the Board of Commissioners properly ratifies this Agreement, and the County Delegation properly votes to approve any and all cost items associated with this Agreement, and the Parties have fully executed this Agreement.

Effective January 1, 2019, bargaining unit employees, including those individuals in a probationary status, shall receive the following wage adjustments:

Legal Assistant I and Paralegal: $1.00 per hour increase
Legal Assistant II: $1.25 per hour increase

The increases will be processed in the first pay period in January 2019 that includes only January 2019 dates, provided the employee's performance in the most current required evaluation period has been determined by the County Attorney or his/her designee to be satisfactory.

Effective in the first full pay period of July 2019, that includes all July dates, each employee in the Bargaining Unit who has not reached the maximum wage rate set forth in Appendix A will be eligible for a two percent (2 %) cost of living adjustment ("COLA") increase in the employee's base wage rate, provided his/her performance in the most current required evaluation has been determined by the County Attorney or his/her designee to have been satisfactory and the 2% increase to the base rate does not exceed the maximum rate. To the extent that the employee receives less than a 2% increase in the employee's base rate because the employee's base rate reaches the maximum then the employee will also receive a prorated bonus, and the increase plus the prorated bonus shall not exceed the equivalent of a 2% increase. By way of example, if an employee currently makes $26.00 per hour, and the maximum rate is $26.40, then a 2% increase to the base rate of $26.00 per hour would surpass the maximum rate by $.12 per hour, at $26.52 per hour, or $249.60 annualized on a 40 hour work week. In this example, the employee's rate would increase from $26.00 to $26.40 and the employee would receive a $249.60 bonus that does not increase the base wage. To the extent that an employee is receiving the maximum wage rate set forth in Appendix A prior to the first pay period that includes only July 2019 dates, then the employee will receive a bonus of the equivalent of a 2% increase of base rate and this bonus shall not increase the employee's base wage rate, provided his/her performance in the most current required evaluation period has been determined by the County Attorney or his/her designee to be satisfactory. To the extent that an employee reaches the maximum wage rate

set forth in Appendix A by virtue of being eligible for this 2% COLA in the first pay period that only includes July 2019 dates, then the employee would be eligible to receive the 2% COLA but not the bonus, provided his/her performance in the most current required evaluation period has been determined by the County Attorney or his/her designee to be satisfactory.

Effective the first full pay period of July 2020 that includes all July dates, each employee in the Bargaining Unit who has not reached the maximum wage rate set forth in Appendix A will be eligible for a two percent (2%) cost of living adjustment ("COLA") increase in the employee's base wage rate, provided his/her performance in the most current required evaluation has been determined by the County Attorney or his/her designee to have been satisfactory and the 2% increase to the base rate does not exceed the maximum rate. To the extent that the employee receives less than a 2% increase in the employee's base rate because the employee's base rate reaches the maximum then the employee will also receive a prorated bonus, and the increase plus the prorated bonus shall not exceed the equivalent of a 2% increase. By way of example, if an employee currently makes $26.00 per hour, and the maximum rate is $26.40, then a 2% increase to the base rate of $26.00 per hour would surpass the maximum rate by $.12 per hour, at $26.52 per hour, or $249.60 annualized on a 40 hour work week. In this example, the employee's rate would increase from $26.00 to $26.40 and the employee would receive a $249.60 bonus that does not increase the base wage. To the extent that an employee is receiving the maximum wage rate set forth in Appendix A prior to the first pay period that includes only July 2020 dates, then the employee will receive a bonus of the equivalent of a 2% increase of base rate and this bonus shall not increase the employee's base wage rate, provided his/her performance in the most current required evaluation period has been determined by the County Attorney or his/her designee to be satisfactory. To the extent that an employee reaches the maximum wage rate set forth in Appendix A by virtue of being eligible for this 2% COLA in the first pay period that includes only July 2020 dates, then the employee would be eligible to receive the 2% COLA but not the bonus, provided his/her performance in the most current required evaluation period has been determined by the County Attorney or his/her designee to be satisfactory.

If an individual is a probationary employee at the time of the COLAs or bonus listed above, the individual will not receive the COLA or bonus in question until successful completion of the probationary period, and the payment will be prospective and will not be retroactive. Upon successful completion of the individual's probationary period, every individual who successfully completes his or her probationary period and therefore becomes an employee of the Bargaining Unit will be paid at least the minimum wage rate set forth in Appendix A for the applicable year.

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

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

Article 15 Overtime and Comp Time

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

15.2 Overtime must be authorized before an employee is allowed to work overtime. Specifically, overtime must be pre-approved by the County Attorney or his designee before the employee is allowed to work overtime.

15.3 Compensatory time may be granted by the County Attorney or his/her designee in lieu of overtime pay, as follows:

15.3.1 Prior to the performance of any work for compensatory time, the County Attorney or his/her designee and employee must come to an agreement on the accrual and use of the compensatory time.

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

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

15.3.4 It is not the County's intention to allow anyone to reach the maximum levels. Anyone who accrues 80 hours of compensatory time will not be

allowed to work any additional overtime hours until approval is given by the Board of Commissioners.

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

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

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

Article 16 Holidays and Holiday Pay

16.1 The County Attorney's Office is located within the Rockingham County Courthouse and is therefore responsive to the holidays scheduled for the New Hampshire Superior Court system. The Parties acknowledge that the County Attorney's Office needs to be open whenever the Rockingham County Court is in session which, among other reasons, may require an adjustment of working days or working schedules. Unless otherwise scheduled to work, employees shall be excused from work and shall receive their regularly scheduled pay for the following holidays:

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

16.2 Holidays are considered to begin at 11:00 p.m. on the day preceding the holiday. If a holiday falls on a Saturday or Sunday, the holiday shall be observed on the Monday that immediately follows that holiday.

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

Article 17 Longevity Pay

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

Article 18 Earned Time

All aspects of the Earned Time benefit available to employees shall be governed by the County's Earned Time policies as may be modified from time to time at the sole discretion of the County. Earned Time accrual will not be adjusted retroactively. Earned Time accrual will be adjusted prospectively at the time that the Parties execute this Agreement.

Article 19 Bereavement Leave

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

Article 20 Family and Medical Leave Act ("FMLA") Leave

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

Article 21 Maternity Leave

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

Article 22 Military Leave

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

Article 23 Jury Duty/Witness Leave

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

Article 24 Training Leave

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

Article 25 Leave Without Pay

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

Article 26 Workers' Compensation Leave

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

Article 27 Crime Victim Leave

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

Article 28 Sick Pool Leave

28.1 The Sick Leave Pool program has been discontinued for employees without existing Sick Leave Pool Accounts. No further conversions will be allowed for any employee. However, employees with remaining Sick Pool balances may apply to utilize their remaining Sick Pool time.

28.2 A request to use such remaining balances of Sick Pool Days may be placed only under the conditions listed below and are not paid out at the end of employment. Such a request shall be placed through the County Attorney, who will forward the request to the Department of Human Resources.

Use of Sick Pool Days may begin on the sixth consecutive workday absence due to illness, injury or other disability. An exception to the "six-day rule" may be granted by the Director of Human Resources in the case of recurrence and/or therapy regarding an illness for which the threshold requirement has previously been met.

A physicians' report must accompany the request to use Sick Pool Days. Periodic reports may be required.

Usage of Sick Pool Days is subject to review by the County. In the event the County deems the time away for a specific medical condition to be irregular, the County may require the employee to be evaluated by a second physician at the County's expense.

Article 29 Health Insurance

29.1 As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 29 and in the various health insurance policies, employees in the Bargaining Unit shall be

entitled to participate in the health insurance coverage options that are the same or comparable to the schedule of benefits currently summarized in the "Northern New England Benefit Trust CIGNA Open Access NGF-A7 Plan Summary" as of January 1, 2018 offered through Northern New England Benefits Trust ("the NNEBT Plan"). The County shall only contribute to the health and dental benefits portions of the NNEBT Plan as set forth in Articles 29 and 30 of this Agreement. Enrollment procedures and premium deduction procedures shall be handled by the County. There will be no other health insurance coverage available to employees other than the NNEBT Plan.

29.2 Effective January 1, 2019 through June 30, 2019, the County shall pay 80% of the total remaining 2018 health insurance premium ("the 2018 Total Health Insurance Premium") for the health insurance coverage elected by the employee under the NNEBT Plan and the employee shall pay the remaining 20% of that health insurance premium.

29.3 Effective July 1, 2019 through June 30, 2020, the County shall pay 80% of the total 2019 health insurance premium ("the 2019 Total Health Insurance Premium") for the health insurance coverage elected by the employee under the NNEBT Plan and the employee shall pay the remaining 20% of the 2019 Total Health Insurance Premium provided that the 2019 Total Health Insurance Premium does not increase more than Seven Percent (7%) over the 2018 Total Health Insurance Premium. In the event that the 2019 Total Health Insurance Premium increases more than Seven Percent (7%) over the 2018 Total Health Insurance Premium, the County's contribution shall be capped at and shall not exceed an amount equal to 80% of the Total 2018 Health Insurance Premium plus any increase up to but no more than a 7% increase from the 2018 County's Health Insurance Premium Share, and the employee shall pay the remaining balance of the 2019 Total Health Insurance Premium.

29.4 Effective July 1, 2020 through June 30, 2021, the County shall pay 80% of the total 2020 health insurance premium ("the 2020 Total Health Insurance Premium") for the health insurance coverage elected by the employee under the NNEBT Plan and the employee shall pay the remaining 20% of the 2020 Total Health Insurance Premium provided that the 2020 Total Premium does not increase more than Seven Percent (7%) over the 2019 Total Health Insurance Premium. In the event that the 2020 Total Health Insurance Premium increases more than Seven Percent (7%) over the 2019 Total Health Insurance Premium, the County's contribution shall be capped at and shall not exceed an amount equal to 80% of the Total 2019 Health Insurance Premium plus any increase up to but no more than a 7% increase from the County's 2019 Health Insurance Premium Share, and the employee shall pay the remaining balance of the 2020 Total Health Insurance Premium.

29.5 Any employee who is eligible for health insurance herein, but who is covered under his or her spouse's insurance plan that is not a County plan or the NNEBT Plan and who elects not to participate in health insurance available under this Agreement shall receive any amount established annually by the County Delegation in accordance with RSA 24:13-a in addition to the

employee's regular compensation. The employee will not receive this additional amount if the employee elects to participate in health insurance coverage pursuant to this Agreement. Buyouts pursuant to this Article 29.5 shall be limited to one buyout per family.

29.6 It is the express intent of both the County and the Union that health care insurance offered pursuant to the Agreement shall at all times comply with the Affordable Care Act (ACA) and any other state, federal or local insurance and/or health care law, without the County being subject to any fees, fines, taxes or penalties (including but not limited to the employer shared responsibility payment and any excise tax that may be imposed on high cost employer-sponsored health insurance coverage).

Accordingly, on an annual basis, the County will analyze the census of employees eligible for coverage and the cost of health insurance for the coming fiscal year, and if it appears that healthcare premiums will exceed the limits under the law or that the scope of coverage offered by the County could result in the imposition of any fees, fines, taxes or penalties as outlined above, the County shall notify the Union of said circumstance. Upon said circumstance, the parties agree to reopen the contract upon fifteen (15) days' written notice for the purposes of negotiating alternative health insurance with the intent of avoiding the payment of such fees, fines, taxes or penalties. Upon the beginning of negotiations, the parties shall identify at least four mutually agreeable arbitrators who would be acceptable in the event that the parties fail to reach agreement.

In the event that the parties have not reached agreement within forty (40) days following the notice of reopener, then the parties agree to place the issue before interest arbitration, provided that:

1. The arbitration shall be final and binding and a decision reached within sixty (60) days following the notice of reopener;

2. The arbitrator's express duty is limited to awarding health insurance which complies with the ACA and which would not subject the County to the fees, fines, taxes or penalties provided under the ACA;

3. The arbitrator shall select a plan that achieves the above result while differing the least from the most recent negotiated health insurance plan, with a primary goal of avoiding or limiting any increase to either the employer or employee share of health insurance premiums;

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

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

Article 30 Dental Insurance

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

30.2 Effective January 1, 2019 and through June 30, 2021, the County shall pay 75% of the total annual premium for dental insurance coverage under the NNEBT Plan as elected by the employee, and the employee shall pay the remaining 25% of the Total Dental Insurance Rate.

30.2 Bargaining Unit employees who opt for the Buy-Out provision on health insurance will be entitled to participate in the dental insurance coverage options that the County then makes available to its non-unionized personnel ("the County Plan").

30.3 The County shall pay 75% of the total premium for dental insurance coverage under the County Plan as elected by the employee, and the employee shall pay the remaining 25% of the total premium for dental insurance coverage under the County Plan.

Article 31 Short Term Disability Insurance

As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 31 and in the various short term disability insurance policies, the County shall provide employees in the Bargaining Unit with short term disability insurance ("STD") coverage options offered by the County to its non-affiliated personnel and the County shall pay 100% of any associated premium for such STD coverage for full-time employees. The County shall pay a pro-rated amount corresponding to a pro-rated premium for any part-time employees which is based on the part-time employees' regularly scheduled hours worked. Enrollment procedures shall be handled by the County. There will be no other short term disability insurance coverage available to employees.

Article 32 Payroll Deduction of Dues

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

32.2 If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues then no deduction will be made from that employee.

Article 33 Interview Process Inclusion

A senior Legal Assistant or Paralegal shall participate in the interview process for external candidates of Legal Assistant or Paralegal openings in order to provide insight regarding the position's responsibilities. Those involved in the interview process will give feedback regarding the prospective candidate/s. The ultimate decision regarding hiring for the position rests with the County Attorney or his/her designee.

Article 34 New Employee/Promotion Training

Employees currently in a probationary period will not normally train a new or promoted Legal Assistant or Paralegal. The County Attorney or his/her designee will assign training duties as warranted.

Article 35 Bulletin Boards

The County shall provide a bulletin board for the posting of notices of the Union addressed to its members. The County department shall locate its bulletin board at a convenient space and notify all union employees of this location. No Union notices shall be posted in or around the County property except on such boards and no notice shall be posted until it has been signed by either the president or secretary of the Union. The Union's use of bulletin boards will not be inconsistent with the County's policies.

Article 36 Performance Evaluations

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

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

Article 37 Conflicts of Interest

37.1 Employees shall not be involved in any case in which they have any interest. Extreme care must also be taken to avoid the appearance of a conflict of interest.

37.2 If an employee identifies or suspects a conflict of interest in any case in the County Attorney's office, the employee shall immediately meet with the

Deputy County Attorney or the County Attorney to discuss the possible conflict. If possible, the employee will bring the applicable file to that meeting.

37.3 Employees shall not discuss the possible conflict with anyone other than the Deputy County Attorney or the County Attorney in order to avoid spreading the potential conflict and in order for the County Attorney's Office to properly and ethically address the potential conflict.

37.4 After a conflict of interest is identified, the Deputy County Attorney or the County Attorney will take appropriate action to properly and ethically address the conflict of interest and staffing and/or referral of the case.

37.5 When an employee engages in political activities, the employee must not create a conflict of interest, or the appearance of a conflict of interest, between the employee's political activities and the employee's ability to perform his or her job at the County Attorney's Office.

Article 38 Court Closures

In the event there is a closure of the Rockingham County Superior Court, non-essential personnel who do not report for duty, if authorized by the County Attorney, may use Earned Time during a Court closure in lieu of an unpaid day. The County Attorney has discretion to allow employees who are non-essential personnel to arrive late or depart early depending on weather conditions without using accrued time.

Article 39 Anti-Spiking

Notwithstanding any other provision in this Agreement, any separation benefits otherwise payable to an employee shall be capped at the maximum amount that will not result in the New Hampshire Retirement System assessing the County for "spiking" (such as previously codified in former RSA 100-A:16, III-a).

Article 40 Effect of Agreement

40.1 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.

40.2 The Parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with

respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

Article 41 **Duration of Agreement**

This Agreement shall be in full force and effect from and after January 1, 2019 and shall expire on June 30, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement this 26 day of December, 2018.

COUNTY COMMISSIONERS

Kevin L. Coyle, Chair

Kevin St. James, Vice Chair

Thomas Tombarello, Clerk

TEAMSTERS LOCAL 633

Rick Laughton, Business Agent
Teamsters Local Union 633 of NH

Jeffery Padellaro, Secretary/Treasurer
Teamsters Local Union 633 of NH

APPENDIX A

APPENDIX B

JOB DESCRIPTIONS
(Attached)

APPENDIX A

Rockingham County Compensation and Classification plan
County Attorney's Legal Assistants
Teamsters Local #633 of New Hampshire

	Position	January 1, 2019 to June 30, 2019		July 1, 2019 to June 30, 2020		July 1, 2020 to June 30, 2021	
		Minimum Rate of Pay	Maximum Rate of Pay	Minimum Rate of Pay	Maximum Rate of Pay	Minimum Rate of Pay	Maximum Rate of Pay
	County Attorney's Legal Assistants	$1.00/hr increase for Paralegal and Legal Assistant I; $1.25/hr increase for Legal Assistant II		2% Increase		2% Increase	
1	Paralegal	$ 20.88	$ 28.89	$ 20.88	$ 28.89	$ 20.88	$ 28.89
2	Legal Assistant II	$ 18.15	$ 25.12	$ 18.15	$ 25.12	$ 18.15	$ 25.12
3	Legal Assistant I	$ 16.47	$ 22.80	$ 16.47	$ 22.80	$ 16.47	$ 22.80

The County shall pay the wage adjustments set forth in Article 14 provided that all of the following preconditions are satisfied:

(a) The Board of Commissioners and the Union properly ratify this Agreement;
(b) the County Delegation properly votes to approve any and all cost items associated with this Agreement;
(c) the Parties have fully executed this Agreement; and
(d) the employee in question's performance in the most current required evaluation has been determined by the County Attorney or his/her designee to have been satisfactory.

APPENDIX B

ROCKINGHAM COUNTY

GRIEVANCE REPORT FORM

(complete in triplicate with copies to:
County Attorney/Immediate Supervisor; Human Resources; Grievant)

LEVEL ONE

TO: _____ **DATE FILED:** _____
(County Attorney or Immediate Supervisor)

NAME OF GRIEVANT: _____

---

1. **(a) Date of Grievance:** _____
   (b) Statement of Grievance (include the date and specific violation or condition with proper references to the Agreement):
   _____
   _____
   _____

   (c) Relief Sought:
   _____
   _____

   Signature: _____

   Date: _____

2. **Answer given by County Attorney or Immediate Supervisor:**
   _____
   _____
   _____

   Signature: _____

   Date: _____

Position of Grievant:

Accepted____ Not Accepted ___ / Proceed to LEVEL TWO ___

Signature: _____
Date: _____

Rockingham County
Position Description

Position Title: Legal Assistant I (Case Intake)

Department: County Attorney

Reports To: Office Administrator / Assistant Office Administrator

FLSA: Non-Exempt / Union

Effective Date: 8/22/18

BOC Approved Date: 8/22/2018

POSITION SUMMARY:

The processing of felony and misdemeanor appeal files, along with other varied tasks in support of a fast paced and dynamic office. Provides and maintains clerical support to all prosecutorial efforts of the office.

ESSENTIAL JOB FUNCTIONS:

- Provides assistance in case intake including processing transferred documents from the District Courts.
- Assists in processing new case files into the database, Prosecutor by Karpel (PbK) and uploading digital files into the system.
- Provides assistance with Early Case Resolution (ECR) files.
- Maintains tracking of sensitive, confidential digital evidence kept in a secure location.
- Generates various documents in PbK, and other correspondence such as email and letters.
- Enters, scans and updates police reports and other case related documents in PbK. Responsible for post Grand Jury duties as assigned by the Assistant Office Administrator.
- Maintains confidentiality in all assignments and duties pertaining to the daily work of the office.
- Prepares and processes various legal documents
- Attends mandatory training on the State Police telecommunications system within the first six months of hire and thereafter as may be warranted.
- Ensures a professional appearance of the office and workspace is presentable and maintained.
- Performs general secretarial duties including handling telephone callers and some reception.
- Produces a professional and meticulously accurate work product.
- Provides overall general secretarial support where needed in all things incidental to the prosecution efforts of the office.
- Requires ability to work~~s~~ at the office from 8:00 a.m. to 4:00 p.m., Monday through Friday.

OTHER DUTIES AND RESPONSIBILITIES:

- Runs criminal record checks on witnesses and defendants for case files as needed.
- Performs all other duties where needed and as assigned in all things incidental to the prosecution efforts of the office.

REQUIRED EDUCATION AND EXPERIENCE:

- High School diploma or equivalent;
- Knowledge of legal secretarial skills equivalent to the completion of an Associate's degree (A.A) or;
- An equivalent degree or certificate from a two-year college or technical school and one year of related experience and/or training or;
- An equivalent combination of education and experience.
- Must be able to work well under the stress of completing deadlines as well as disturbing work content.
- Intermediate computer proficiency skills with Microsoft Office applications.
- Must have good interpersonal relations with proven communication skills, both verbal and written.
- Working knowledge of standard office equipment.
- Familiarity with Time and Attendance software systems is necessary.
- Knowledge of the prosecution database, PbK, preferred.
- Must be able to work hours as scheduled based on the requirements of the position and office.
- Needs to maintain a friendly, helpful and tactful attitude when dealing with difficult situations and challenging people.
- Knowledge of New Hampshire criminal justice system and courts is highly desirable.

ADDITIONAL ELIGIBILITY QUALIFICATIONS:

N/A

REQUIRED COMPETENCIES/KNOWLEDGE/SKILLS AND ABILITIES:

Informing Others, Research, Teamwork, Listening, Technical Capacity, Communication Proficiency, Ethical Conduct, Organizational Acuity, Time Management, Problem Solving/Analysis, Relationship Management, Collaboration, Detail Oriented, Dependability, Confidentiality.

SUPERVISORY RESPONSIBILITIES:

This job has no supervisory responsibilities.

TRAVEL:

Travel is not required for this position.

WORK AUTHORIZATION:

Must pass pre-employment drug testing, physical and State of NH criminal background check.

ESSENTIAL EQUIPMENT AND SOFTWARE:

Computers, scanners, printers, transcription equipment, disc burner, copiers and general office equipment.

PHYSICAL REQUIREMENTS AND CONDITIONS:

The information collected below shall be used to establish a minimum standard of the job.

	Not at all	0-25%	26-50%	51-75%	76-100%
Bend/Stoop		X			
Squat/Crouch	X				
Crawl	X				
Climb	X				
Reach above shoulder level		X			
Kneel	X				
Balance	X				
Push/Pull		X			

TIME FREQUENCY AND WEIGHT LIMITATION:

Activity/Pounds	≤ 10 lbs	11-24 lbs	25-34 lbs	35-49 lbs	50-75 lbs* Only With Assistance
Lift	Frequent	Rare	Rare	Never	Never
Waist>Overhead	Frequent	Rare	Rare	Never	Never
Floor>Waist	Frequent	Rare	Rare	Never	Never
Carry	Frequent	Occasional	Rare	Never	Never
Push	Frequent	Occasional	Rare	Never	Never

EXCLUDING BREAK, PERCENT OF SHIFT SPENT: Standing: 10% Walking: 20% Sitting: 70%

HEARING ACUITY: Average Correctable? Yes **Phone required?** Yes

VISUAL ACUITY: Average Correctable? Yes **Use of computer displays?** Yes

MANUAL DEXTERITY: Average

OPERATE MOVING EQUIPMENT: No **OPERATE VEHICLES**: No License:

ENVIRONMENTAL FACTORS:

Noise Level:	Low	Heights:	N/A
Extremes (Hot/Cold):	N/A	Outdoor Weather Conditions:	N/A
Confined spaces:	N/A	Chemicals:	N/A
Sharps or Blades:	Occasional	Fumes/Dust/Airborne Particles:	N/A
Work around Inmates:	Occasional	Exposure to Electrical Shock:	N/A

Note:
The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. They are not construed to be an exhaustive list of responsibilities, duties

and skills required of personnel in the job. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer.

***External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.**

O/DD: _____ Date: ___ / ___ / _____

Human Resources: _____ Date: ___ / ___ / _____

Employee Signature: _____ Date: ___ / ___ / _____

Revision Dates: ___ / ___ / _____

___ / ___ / _____

___ / ___ / _____

Rockingham County
Position Description

Position Title: Legal Assistant I

Department: County Attorney

Reports To: Assistant County Attorney / Office Administrator

Classification: Non-Exempt / Union

Effective Date: 8/22/18

BOC Approved Date: 8/22/2018

POSITION SUMMARY:

Provides clerical support to all prosecutorial efforts of the County Attorney's Office related to cases in an assigned area. Supports two or more attorneys' heavy clerical workloads along with other varied tasks associated in a fast paced and dynamic office.

ESSENTIAL JOB FUNCTIONS:

- Confirms and maintains case file status with attorneys to ensure they are aware of and prepared for all pending hearings.
- Keeps cases organized by establishing and organizing files, monitoring attorney calendars, meeting deadlines; documenting actions, inputting information into file databases.
- Subpoenas witnesses for assigned prosecution area, and acts as liaison with other agencies for general scheduling purposes.
- Schedules witness meetings.
- Responsible for file assembly, redaction, preparation and mailing digital discovery within court mandated time frames.
- Attends mandatory training on the State Police telecommunications system within the first six months of hire and thereafter as may be warranted.
- Transcribes, drafts, files and mails legal correspondence and pleadings.
- Requests information of other agencies.
- Generates notices of court appearances,
- Prepares and processes various legal documents, including subpoenas. Generates various documents in PbK, a computerized database.
- Enters, scans and updates computer records in PbK.
- Maintains confidentiality in all assignments and duties pertaining to the daily work of the office.
- Produces a professional and meticulously accurate work product.
- Answers, screens and responds to a high volume of incoming telephone calls.
- Assists with general filing, and maintaining the professional appearance of the workspace and the office.
- Provides overall general secretarial support where needed in all things incidental to the prosecution efforts of the office.
- Requires ability to work at the office from 8:00 a.m. to 4:00 p.m., Monday through Friday.

OTHER DUTIES AND RESPONSIBILITIES:

- Runs criminal record checks on defendants for case files as needed.
- Provides reception coverage as needed.

- Performs all other duties where needed and as assigned in all things incidental to the prosecution efforts of the office.

REQUIRED EDUCATION AND EXPERIENCE:

- High School diploma or equivalent;
- Knowledge of legal secretarial skills equivalent to the completion of an Associate's degree (A.A) or;
- An equivalent degree or certificate from a two-year college or technical school and one year of related experience and/or training or;
- An equivalent combination of education and experience.
- Must be able to work well under the stress of completing deadlines as well as disturbing work content.
- Intermediate computer proficiency skills with Microsoft Office applications.
- Must have good interpersonal relations with proven communication skills, both verbal and written.
- Working knowledge of standard office equipment.
- Familiarity with Time and Attendance software systems is necessary.
- Must be able to work hours as scheduled based on the requirements of the position and office.
- Needs to maintain a friendly, helpful and tactful attitude when dealing with difficult situations and challenging people.
- Knowledge of New Hampshire criminal justice system and courts is highly desirable.

ADDITIONAL ELIGIBILITY QUALIFICATIONS:

N/A

REQUIRED COMPETENCIES/KNOWLEDGE/SKILLS AND ABILITIES:

Informing Others, Research, Teamwork, Listening, Technical Capacity, Communication Proficiency, Ethical Conduct, Organizational Acuity, Time Management, Problem Solving/Analysis, Relationship Management, Collaboration, Detail Oriented, Dependability, Confidentiality.

SUPERVISORY RESPONSIBILITIES:

This job has no supervisory responsibilities.

TRAVEL:

Travel is not required for this position.

WORK AUTHORIZATION:

Must pass pre-employment drug testing, physical and State of NH criminal background check.

ESSENTIAL EQUIPMENT AND SOFTWARE:

Computers, scanners, printers, transcription equipment, disc burner, copiers and general office equipment.

PHYSICAL REQUIREMENTS AND CONDITIONS:

The information collected below shall be used to establish a minimum standard of the job.

	Not at all	0-25%	26-50%	51-75%	76-100%
Bend/Stoop		X			
Squat/Crouch	X				
Crawl	X				
Climb	X				
Reach above shoulder level		X			
Kneel	X				
Balance	X				
Push/Pull		X			

TIME FREQUENCY AND WEIGHT LIMITATION:

Activity/Pounds	≤ 10 lbs	11-24 lbs	25-34 lbs	35-49 lbs	50-75 lbs* Only With Assistance
Lift	Frequent	Rare	Rare	Never	Never
Waist>Overhead	Frequent	Rare	Rare	Never	Never
Floor>Waist	Frequent	Rare	Rare	Never	Never
Carry	Frequent	Occasional	Rare	Never	Never
Push	Frequent	Occasional	Rare	Never	Never

EXCLUDING BREAK, PERCENT OF SHIFT SPENT: Standing: 10% Walking: 20% Sitting: 70%

HEARING ACUITY: Average Correctable? Yes **Phone required?** Yes

VISUAL ACUITY: Average Correctable? Yes **Use of computer displays?** Yes

MANUAL DEXTERITY: Average

OPERATE MOVING EQUIPMENT: No **OPERATE VEHICLES**: No License:

ENVIRONMENTAL FACTORS:

Noise Level:	Low	Heights:	N/A
Extremes (Hot/Cold):	N/A	Outdoor Weather Conditions:	N/A
Confined spaces:	N/A	Chemicals:	N/A
Sharps or Blades:	Occasional	Fumes/Dust/Airborne Particles:	N/A
Work around Inmates:	Occasional	Exposure to Electrical Shock:	N/A

Note:

The statements above are intended to describe the general nature and level of work being performed by people assigned to the job. They are not construed to be an exhaustive list of responsibilities, duties and

skills required of personnel in the job. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer.

***External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.**

O/DD: _____ Date: ___/___/_____

Human Resources: _____ Date: ___/___/_____

Employee Signature: _____ Date: ___/___/_____

Revision Dates: ___/___/_____

___/___/_____

___/___/_____

Rockingham County
Position Description

Position Title:	Legal Assistant II	Department:	County Attorney
Reports To:	Lead Attorney / Office Administrator	FLSA:	Non-Exempt / Union
Effective Date:	8/22/18	BOC Approved Date:	8/22/2018

POSITION SUMMARY:

Acts as lead assistant role for an assigned prosecution teams. Provides clerical support to all prosecutorial efforts of the office. Supports two or more attorneys' heavy clerical workloads along with other varied tasks in a fast paced and dynamic office.

ESSENTIAL JOB FUNCTIONS:

- Acts as lead legal assistant in an assigned area, maintaining general responsibility to train, assist and provide periodic oversight to the Legal Assistant I's of assigned team/s.
- Schedules Grand Jury cases for assigned prosecution area, and acts as liaison with other agencies for general scheduling purposes.
- Maintains confidentiality in all assignments and duties pertaining to the daily work of the office.
- Confirms and maintains case file status with attorneys to ensure they are aware of and prepared for all pending hearings.
- Keeps cases organized by establishing and organizing files, monitoring attorney calendars, meeting deadlines; documenting actions, inputting information into file databases.
- Subpoenas witnesses for assigned prosecution area, and acts as liaison with other agencies for general scheduling purposes.
- Responsible for file assembly, redaction, preparation and mailing digital discovery within court mandated time frames.
- Transcribes, drafts, files and mails legal correspondence and pleadings.
- Prepares and processes various legal documents, including subpoenas.
- Enters, scans and updates computer records.
- Answers, screens and responds to a high volume of incoming telephone calls.
- Ensures a professional appearance of the office and workspace is presentable and maintained.
- Produces a professional and meticulously accurate work product.
- Provides overall general secretarial support where needed in all things incidental to the prosecution efforts of the office.
- Requires ability to work at the office 8:00 a.m. to 4:00 p.m., Monday through Friday.

OTHER DUTIES AND RESPONSIBILITIES:

- Runs criminal record checks on defendants for case files as needed.
- Provides reception coverage as needed.
- Performs all other duties where needed and as assigned in all things incidental to the prosecution efforts of the office.

REQUIRED EDUCATION AND EXPERIENCE:

- High School diploma or equivalent;
- Knowledge of legal secretarial skills equivalent to the completion of an Associate's degree (A.A) or;
- An equivalent degree or certificate from a two-year college or technical school and one year of related experience and/or training or;
- An equivalent combination of education and experience.
- Must be able to work well under the stress of completing deadlines as well as disturbing work content.
- Intermediate computer proficiency skills with Microsoft Office applications.
- Must have good interpersonal relations with proven communication skills, both verbal and written.
- Working knowledge of standard office equipment.
- Familiarity with Time and Attendance software systems is necessary.
- Must be able to work hours as scheduled based on the requirements of the position and office.
- Needs to maintain a friendly, helpful and tactful attitude when dealing with difficult situations and challenging people.
- Knowledge of New Hampshire criminal justice system and courts is highly desirable.

ADDITIONAL ELIGIBILITY QUALIFICATIONS:

N/A

REQUIRED COMPETENCIES/KNOWLEDGE/SKILLS AND ABILITIES:

Informing Others, Research, Teamwork, Listening, Technical Capacity, Communication Proficiency, Ethical Conduct, Organizational Acuity, Time Management, Problem Solving/Analysis, Relationship Management, Collaboration, Detail Oriented, Dependability, Confidentiality.

SUPERVISORY RESPONSIBILITIES:

This job has no supervisory responsibilities. Legal Assistant II's do provide periodic oversight and training to the Legal Assistant I's.

TRAVEL:

Travel is not required for this position.

WORK AUTHORIZATION:

Must pass pre-employment drug testing, physical and State of NH criminal background check.

EQUIPMENT USED

Computers, scanners, printers, transcription equipment, disc burner, copiers and general office equipment.

PHYSICAL REQUIREMENTS AND CONDITIONS:

The information collected below shall be used to establish a minimum standard of the job.

	Not at all	0-25%	26-50%	51-75%	76-100%
Bend/Stoop		X			
Squat/Crouch	X				
Crawl	X				
Climb	X				
Reach above shoulder level		X			
Kneel	X				
Balance	X				
Push/Pull		X			

TIME FREQUENCY AND WEIGHT LIMITATION:

Activity/Pounds	≤ 10 lbs	11-24 lbs	25-34 lbs	35-49 lbs	50-75 lbs* Only With Assistance
Lift	Frequent	Rare	Rare	Never	Never
Waist>Overhead	Frequent	Rare	Rare	Never	Never
Floor>Waist	Frequent	Rare	Rare	Never	Never
Carry	Frequent	Occasional	Rare	Never	Never
Push	Frequent	Occasional	Rare	Never	Never

EXCLUDING BREAK, PERCENT OF SHIFT SPENT: Standing: 10% Walking: 20% Sitting: 70%

HEARING ACUITY: Average Correctable? Yes **Phone required?** Yes

VISUAL ACUITY: Average Correctable? Yes **Use of computer displays?** Yes

MANUAL DEXTERITY: Average

OPERATE MOVING EQUIPMENT: No **OPERATE VEHICLES**: No License:

ENVIRONMENTAL FACTORS:

Noise Level:	Low	Heights:	N/A
Extremes (Hot/Cold):	N/A	Outdoor Weather Conditions:	N/A
Confined spaces:	N/A	Chemicals:	N/A
Sharps or Blades:	Occasional	Fumes/Dust/Airborne Particles:	N/A
Work around Inmates:	Occasional	Exposure to Electrical Shock:	N/A

Note:
The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. They are not construed to be an exhaustive list of responsibilities, duties and skills required of personnel in the job. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of the employer.

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O/DD: _____ Date: ___ / ___ / _____

Human Resources: _____ Date: ___ / ___ / _____

Employee Signature: _____ Date: ___ / ___ / _____

Revision Dates: ___ / ___ / _____

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Rockingham County
Position Description

Position Title:	Paralegal	Department:	County Attorney
Reports To:	County Attorney / Deputy County Attorney	FLSA:	Nonexempt / Union
Effective Date:	8/22/18	BOC Approved Date:	8/22/2018

POSITION SUMMARY:

Provides paraprofessional legal assistance to one or more attorneys engaged in administrative, civil or criminal law in the Office of the County Attorney. An individual in this position may be required to have extensive contact with witnesses, collect background information and primarily be assigned to major crimes as well as assigned work with the Superior Court prosecution team. Performs a varied range of paralegal duties under the direction of the County Attorney and/or Deputy County Attorney; assist attorneys in the preparation of cases for trials and hearing matters.

ESSENTIAL JOB FUNCTIONS:

- Tracks the status of all major crime cases and provides paralegal support to said cases as requested.
- Researches and analyzes law sources such as statutes, ordinances, court decisions, criminal pleadings, police reports, legal documents and articles for use in preparing legal documents such as briefs, pleadings, first draft motions and objections in assigned cases.
- Prepares and drafts motions.
- Works with police departments in preparing the necessary documents as it relates to field sobriety check points.
- Crafts documents related to the immunity of witnesses for both Superior Court and District Court prosecutors.
- Summarizes, organizes, and indexes discovery.
- Organizes and indexes trial documents, prepares exhibits in preparation for trial.
- Reviews legal documents and forms for accuracy.
- Ability to maintain confidentiality in all assignments and duties.
- Reviews and process requests for criminal record background information in order to determine the existence or non-existence of prior convictions.
- Provides clerical functions in support of the County Attorney and/or Deputy County Attorney.
- Maintains and updates calendar and schedule for the County Attorney and/or Deputy County Attorney.
- Produces professional and meticulously accurate work products.
- Sustains open lines of communication and positive interactions with local law enforcement agencies and the public.

OTHER DUTIES AND RESPONSIBILITIES:

- Assists prosecutors in courtroom when necessary.
- Provides periodic training to legal assistants as needed.
- Performs all other duties where needed and as assigned in all things incidental to the prosecution efforts of the office.

REQUIRED EDUCATION AND EXPERIENCE:

- Paralegal degree or;
- An equivalent degree or certificate from an accredited institution and three years paralegal experience or acceptable equivalent.
- Must be able to work well under the stress of competing deadlines.
- Proficient computer skills with Microsoft Office applications.
- Must have good interpersonal relations with proven communication skills, both verbal and written.
- Working knowledge of standard office equipment.
- Familiarity with Time and Attendance software systems is necessary.
- Needs to maintain a friendly, helpful and tactful attitude when dealing with difficult situations and challenging people.
- Wide-ranging knowledge of New Hampshire criminal justice system and courts is highly desirable.
- Extensive legal research methods and techniques are required.
- Ability to work with others in a group environment, as well as independently, depending upon assignments.
- Must be able to work hours as scheduled based on the requirements of the position and office.

ADDITIONAL ELIGIBIITY QUALIFICATIONS:

N/A

REQUIRED COMPETENCIES/KNOWLEDGE/SKILLS AND ABILITIES:

Informing Others, Research, Writing, Technology, Teamwork, Listening, Technical Capacity, Communication Proficiency, Ethical Conduct, Organizational Acuity, Time Management, Problem Solving/Analysis, Relationship Management, Collaboration, Detail Oriented, Dependability, Confidentiality.

SUPERVISORY RESPONSIBILITY:

This job has no supervisory responsibilities.

TRAVEL:

Travel is not required for this position.

WORK AUTHORIZATION:

Must pass pre-employment drug testing, physical and State of NH criminal background check.

EQUIPMENT USED

Computers, scanners, printers, transcription equipment, disc burner, copiers and general office equipment.

PHYSICAL REQUIREMENTS AND CONDITIONS:

The information collected below shall be used to establish a minimum standard of the job.

	Not at all	0-25%	26-50%	51-75%	76-100%
Bend/Stoop		X			
Squat/Crouch	X				
Crawl	X				
Climb	X				
Reach above shoulder level		X			
Kneel	X				
Balance	X				
Push/Pull		X			

TIME FREQUENCY AND WEIGHT LIMITATION:

Activity/Pounds	≤ 10 lbs	11-24 lbs	25-34 lbs	35-49 lbs	50-75 lbs* Only With Assistance
Lift	Frequent	Rare	Rare	Never	Never
Waist>Overhead	Frequent	Rare	Rare	Never	Never
Floor>Waist	Frequent	Rare	Rare	Never	Never
Carry	Frequent	Occasional	Rare	Never	Never
Push	Frequent	Occasional	Rare	Never	Never

EXCLUDING BREAK, PERCENT OF SHIFT SPENT: Standing: 10% Walking: 20% Sitting: 70%

HEARING ACUITY: Average Correctable? Yes **Phone required?** Yes

VISUAL ACUITY: Average Correctable? Yes **Use of computer displays?** Yes

MANUAL DEXTERITY: Average

OPERATE MOVING EQUIPMENT: No **OPERATE VEHICLES**: No License:

ENVIRONMENTAL FACTORS:

Noise Level:	Low	Heights:	N/A
Extremes (Hot/Cold):	N/A	Outdoor Weather Conditions:	N/A
Confined spaces:	N/A	Chemicals:	N/A
Sharps or Blades:	Occasional	Fumes/Dust/Airborne Particles:	N/A
Work around Inmates:	Occasional	Exposure to Electrical Shock:	N/A

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