

AGREEMENT

BETWEEN THE CARROLL COUNTY COMMISSIONERS

FOR THE

CARROLL COUNTY DEPARTMENT OF CORRECTIONS

AND THE

NATIONAL EMPLOYEES CORRECTIONAL EMPLOYEES UNION,

CARROLL COUNTY LOCAL 120

April 1, 2023 through March 31, 2026



TABLE OF CONTENTS

Article 1	Recognition	1
Article 2	Management Clause	2
Article 3	Interference with Operation and Lockouts Prohibited	2
Article 4	Probationary Employees	3
Article 5	Employee Rights	3
Article 6	Holidays	4
Article 7	Earned Time	4
Article 8	Uniforms	6
Article 9	Seniority	7
Article 10	Disciplinary Procedures	8
Article 11	Grievance Procedures	11
Article 12	Promotions	14
Article 13	Drug and Alcohol Policy	15
Article 14	Swapping of Shifts	15
Article 15	Sick Leave Bank	15
Article 16	Short Term Disability	16
Article 17	Military Leave	17
Article 18	Family Medical Leave Act (FMLA)	17
Article 19	Jury Duty	20
Article 20	Bereavement Leave	20
Article 21	Member Rights	21
Article 22	Dues and Deductions	21
Article 23	Retirement	22
Article 24	Safety and Health	22
Article 25	Hours of Work and Overtime	23
Article 26	Employment	25
	26.1 Sexual Harassment	25
	26.2 Certification	25
	26.3 Training	26
	26.4 Leave of Absence	26
	26.5 and 26.6 Tuition Reimbursement	26
	26.7 Personal Property	27
	26.8 Meal Allowance	27
	26.9 Physical Fitness Stipend	28
Article 27	Wages	28
Article 28	Insurance	29
Article 29	Separability	30
Article 30	Effect of Agreement	30
Article 31	Expenditure of Public Funds	30
Article 32	Duration	31
APPENDIX	2023-2026 Wage Scale	

AGREEMENT

**BETWEEN CARROLL COUNTY COMMISSIONERS
FOR THE
CARROLL COUNTY DEPARTMENT OF CORRECTIONS
AND THE
NATIONAL CORRECTIONAL EMPLOYEES UNION, CARROLL COUNTY LOCAL 120
April 1, 2023 through March 31, 2026**

The Carroll County Commissioners and the Superintendent of the Carroll County Department of Corrections (hereinafter referred to as the "Employer") and the National Correctional Employees Union (hereinafter referred to as "Union") hereby agree as follows:

ARTICLE I – RECOGNITION

- 1.1 The Commissioners hereby recognize the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all full-time employees and regular part-time employees as defined in Section 1.3 below of the Carroll County Department of Corrections in the following job classifications: All regular full-time and regular part-time Senior Correction Officers, Correction Officers, Sergeants, Corporals, and Specialists.

A Specialist is a staff member who has tested and met the Carroll County Department of Corrections standards to be a Specialist. The candidate must demonstrate that they can handle the added responsibilities to their primary job as a correctional officer. A Specialist has no supervisor authority, just added responsibilities when working in the capacity as Specialist. The Carroll County Department of Corrections has two allotted specialist designees.

- 1.2 Excluded from recognition or coverage under this Agreement are all other employees of the Carroll County Department of Corrections as follows: Superintendent, Assistant/Deputy Superintendent, Major, Captain, Lieutenants, Administrative Assistant, Mental Health Clinician, Case Manager, Farm/DPW, all maintenance employees, all nurses, all other supervisors, professional and confidential employees, persons in a probationary or temporary status, employed seasonally and irregularly or on call.
- 1.3 For the purpose of this Agreement, regular part-time employees shall be only those employees who, as of January 1 of each year, have worked during the preceding year on a regular and permanent basis and have worked at least 1,040 hours of the entire year immediately preceding January 1.
- 1.4 If a regular part-time employee has finished the probationary period (as defined in Article 4 below) as of January 1, but has not been employed by the Department for an entire year, then, whether or not such employee shall be considered a regular part-

time employee and covered by this Agreement shall be determined as follows: If such employee has averaged twenty (20) hours of work or more each week for their period of employment prior to January 1, which average shall be determined by dividing the total number of hours worked during such period by the number of weeks employed by the Department, then such employee shall be considered a regular part-time employee and covered by this Agreement. If such employee has not averaged twenty (20) hours a week during the employee's period of employment, then the employee shall not be considered a part-time employee and shall not be covered by the Agreement.

- 1.5 All part-time employees who have worked the necessary number of hours to be considered part-time employees, as defined above, shall be covered by the terms of this Agreement as of January 1.

ARTICLE 2 - MANAGEMENT CLAUSE

Except as specifically limited or abridged by the terms of this Agreement, the management of the Carroll County Department of Corrections, in all its phases and details shall remain vested exclusively in the Employer and its designated agents. The Employer and its agents shall have jurisdiction over all matters concerning the management of the Carroll County Department of Corrections including, but not limited to: the exercise of all rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances and the rights, responsibilities and prerogatives including, but not limited to:

- the direction of workforce
- the establishment of proper rules and regulations
- hiring, supervision, discipline and discharge
- relieving employees from duty for the lack of work or funds
- the right to decide proper classifications
- abolishing positions,
- determining schedules of work
- determining the methods, processes and manner of performing work
- general control of all operations

It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically herein enumerated. It is further specifically agreed that this Article and the exercise of any management rights shall not be subject to any grievance proceeding as hereinafter set forth.

ARTICLE 3 - INTERFERENCE WITH OPERATIONS AND LOCKOUTS PROHIBITED

- 3.1 The Union and the County agree that they both desire uninterrupted service. The Union, its officers, and agents agree that they will not authorize, sanction or condone a strike, stoppage, work slowdown, boycott or any other action interfering with or

designated to interfere with the work or to the operations of the Superintendent during the term of this Agreement. The County agrees that it will not engage in any lockout during the term of this Agreement.

Both parties agree they will immediately disavow any such activity and shall take all reasonable means to induce such employees to terminate such activity forthwith including, but not limited to, such actions as may be available pursuant to NH RSA 273-A:13, which same action will be available although NH RSA 273-A:13 may be amended during the term of this Agreement.

- 3.2 Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 3.1, the Union shall forthwith disavow any such activity and shall take all lawful means to induce such employee or group of employees to terminate such activity forthwith including, but not limited to, any and all disciplinary measures which may be taken pursuant to the Union's Constitution and bylaws as from time to time amended. It is understood that any employee violating this Article shall be subject to immediate discharge.

ARTICLE 4 – PROBATIONARY EMPLOYEES

- 4.1 All employees covered under this Agreement will serve a one-year probationary period.
- 4.2 Probationary employees may be disciplined, including but not limited to suspension or termination for any reason, at any time, at the Employer's sole discretion and neither the employee so disciplined, suspended or terminated, nor the Union shall have any recourse to the grievance procedure concerning any such discipline, suspension or termination.
- 4.3 Employees whose position requires Certification must be certified as a condition of continued employment.

ARTICLE 5 – EMPLOYEE RIGHTS

- 5.1 The County and the Union agree not to discriminate against employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union or to discriminate against any employee because the employee has given testimony or taken part in a grievance procedure or proceeding of the Union.
- 5.2 No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non-members employed by the County.
- 5.3 The County and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, marital status, age or disability. All such claims under this Section shall be processed

through the grievance procedure herein before taking action with the state or federal agencies. This requirement shall not, however, restrict the filing of claims or complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

ARTICLE 6 – HOLIDAYS

- 6.1 Continuing, full-time employees shall be entitled to a payment equivalent to 120 hours of straight-time wages on the first payday in December of each year.
- 6.2 Non-probationary employees who terminate employment on good terms prior to December 1 shall be entitled to a pro-rated payment based on the number of full calendar months worked since the previous December 1.
- 6.3 Employees who commence employment prior to September 1st are entitled to a pro-rated payment based on the number of full calendar months worked by December 1st.
- 6.4 Employees who commence employment after September 1st are not entitled to payment under this Article in that calendar year.

ARTICLE 7 EARNED TIME

- 7.1 Carroll County offers Earned Time in place of sick, vacation, and personal days. Earned Time provides a single pool of paid time off for employees to use for personal needs – vacation time; child, pet and elder care; medical and dental appointments; personal business or emergencies, etc. Employees are encouraged to use their Earned Time to take time away from the workplace to disconnect, as well as to manage the demands of life outside the workplace.
- 7.2 Earned Time includes the equivalent of eight (8) sick days per year, two (2) personal days, and vacation time based on years of service. The accrual rates are as follows:

Years of Completed Service	Hours Accrued Per Pay Period (rounded)	Total Days Per Year (if annualized; accrued biweekly)
0-5	9.23	20
6-10	11.54	25
11-15	13.85	30
16+	16.15	35

Earned Time must be used in daily increments.

- 7.3 Employees who have exhausted their accrued Earned Time and who find themselves in need, due to prolonged illness or accident, may be eligible for additional paid leave from the Sick Leave Bank.

- 7.4 If an employee is unable to report to work, he/she is required to notify his/her supervisor or designee for each day of absence. If the absence is due to illness or injury and the employee is absent three or more consecutive days, the employee may be required to provide a physician's note clearing the employee's return to work.
- 7.5 If an employee fails to notify his/her supervisor or designee and is a "no-show" for two consecutive or three non-consecutive days, the employee will be deemed to have quit and will be terminated immediately.
- 7.6 Planned vacations or leaves require pre-approval, and requests must follow the procedure outlined in the Collective Bargaining Agreement. Selection of vacation period shall be by County seniority. A Department Head may deny a vacation request if it will result in disruption of the Department operations.
- 7.7 Earned time begins to accrue on date of hire and may be used after completion of six months of service.
- 7.8 Earned Time may be continuously accrued, up to a cap of two hundred and eighty (280) hours. Employees who reach the cap of 280 hours will continue to accrue Earned Time at their rate based on years of service with the County during that year. However, any Earned Time accrued over the 280 hours and not used by December 31 of that year will be forfeited. However, the Superintendent may allow an Employee to carry over up to a maximum of forty (40) hours of Earned Time until July 1 of the following year if the Employee was not able to use his/her Earned Time for reasons beyond the Employee's control.
- 7.9 Employees already on the payroll when this policy becomes effective (April 1, 2023) will receive 100% of their accrued Earned Time paid out upon resignation or retirement, provided proper notice requirements are met (unless explicitly waived by the County). See notice requirements below.
- 7.10 Employees hired after the effective date of this policy, will receive a percentage of their accrued Earned Time based on years of service (as outlined in the chart below) paid out upon resignation or retirement, provided proper notice conditions are met (unless explicitly waived by the County). See notice requirements below.

The payout will be as follows:

Years of Completed Service	Percentage
Less than five years	25%
5-10 Years	50%
11-15 Years	75%
16+ Years	100%

- 7.11 Employees must provide two weeks' notice and work the entire two-week notice to receive a payout. Employees whose employment is terminated by the County (with or without cause) are not entitled to any payout of accrued Earned Time.
- 7.12 Employees who have more than 280 vacation hours accrued when this policy takes effect (April 1, 2023) will receive a buy-out of those overage hours, at their current rate of pay. Remaining vacation hours will be converted to Earned Time. Going forward, the County will no longer provide any buyout of Earned Time or vacation time.
- 7.13 Employees who have sick leave and personal hours accrued when this policy takes effect (April 1, 2023) will not lose those hours. Rather, the hours will be banked for use by the employee for any sick leave time needed. Sick leave hours will no longer accrue (Earned Time replaces) and the County will no longer provide any sick leave buyouts.
- 7.14 An employee shall be allowed no more than 84 hours' vacation at any one time unless approved by the Superintendent or designee.
- 7.15 Vacation Leave Request: Leave requests shall be submitted between January 1st through January 31st for leave based upon seniority; for the period of March 1st through the end of February of the following year. Employees shall be notified as the approval or denial of such leave request within twenty-one (21) calendar days of January 31.
- 7.16 Request for vacation outside the initial sign up of January 1st-31st shall be submitted at least seven (7) work days before the leave is scheduled to begin. Leave requests submitted less than seven (7) work days shall be at the discretion of the Superintendent or his/her designee. If two vacation slips are submitted on the same day, the leave will go to the employee with the most seniority otherwise it is first come first serve.

ARTICLE 8 - UNIFORMS

- 8.1 The County will provide uniforms as follows:
- One Class A Pant
 - One Class A Shirt
 - One County Baseball Cap
 - Three pairs of pants
 - Three Polo-style shirts
 - One all-weather jacket
 - One duty belt with handcuffs and case, belt keepers, one inner belt, flashlight and radio case
 - One employee identification badge

- One set of quality duty footwear
- Uniform insignia to include badge, nametag, and State seals

Upon termination of employment, employee will return to the County all uniforms or parts thereof purchased or provided by the County.

- 8.2 Replacement or repair of all uniforms, as provided for in the above section, shall be at the discretion of Department Administration. Replacement will be based on need and done within a reasonable amount of time.

ARTICLE 9 - SENIORITY

- 9.1 Seniority shall be defined as the employee's total time of continuous employment at the facility for the purpose of vacation time. Time in grade/classification for seniority shall be defined as the employee's total time in grade/classification for shift bidding and lateral transfers within the same classification.
- 9.2 Probationary employees shall not be covered by this Article until they have completed the initial probationary period and have become either regular full-time or regular part-time employees at which time their seniority shall have been computed from their date of original hire by the County.
- 9.3 Layoff Process: In the event of a layoff, the County shall lay off according to seniority, beginning with the member with the least seniority. No permanent employee shall be laid off from any position while there are temporary, fill-in part-time or probationary employees serving in the same position/classification.
- 9.3a Reasons for Layoff: The County may layoff a member in the Unit whenever necessary by reasons of abolition of a position, because of a change in organization, lack of work or insufficient funds. Such layoff shall not be considered to reflect discredit on the service of the member.
- 9.4 Recall: After a layoff, the County agrees to recall, in writing, all available laid-off members first according to seniority. Notice of recall shall be sent to the laid off employee's last known address as shown on the County's records. The recall notice shall state the time and date when an employee is to return. Recall rights and seniority shall continue for one (1) year after the date of the layoff of the employee.

A recalled employee shall be given at least seven (7) calendar days' notice to report to work. In the event a recall is necessary on less than seven (7) calendar days' notice, the County shall call upon the laid off employees in reverse order of their layoff, either personally or by telephone until an employee who is able to return to work immediately is located. In such event, the employee who is able to return to work immediately will be given a temporary assignment not to exceed seven (7) calendar days and the employees who are otherwise qualified to perform the work

immediately will be given notice to report to work at the end of said seven (7) calendar day period. Qualified employees who have been given notice to report to work must, unless confined due to proven illness or injury, make themselves available after the notice has been given or they shall forfeit all recall rights and such seniority status as they have accrued with the County. However, should there be no work assignment when the employee does report within the seven (7) calendar days set forth herein then the employee shall retain the employee's seniority status and shall be entitled to another notice of recall.

- 9.5 If a staff member is re-hired within one year of voluntary termination they will be reinstated at the rate of pay that they were receiving before they terminated and no seniority status. Part-time officers hired full-time do not have seniority status.
- 9.6 An employee's seniority shall be lost for, but not limited to, the following reasons:
- a. Discharge
 - b. Voluntary quit or retirement
 - c. Failure to respond to a notice of recall as specified
- County shall not be required to maintain health and dental insurance after three hundred sixty-five (365) consecutive day's absence.
- 9.7 An employee who is hired for only a limited period of time to fill a vacant regular full-time or part-time position, not to exceed one (1) year, shall not be entitled to the terms of this Agreement.
- 9.8 Shift Bidding: When a shift becomes open as a result of a retirement, promotion, resignation, termination or other reason, the Superintendent or designee shall post a notice of said shift for officers to bid on based on seniority. The posting shall be posted for seven (7) working days. To be considered, interested members shall submit a letter of interest to the Superintendent or designee to be considered. The member with the most seniority in the job classification shall be awarded the shift. The County will make every reasonable attempt to work with the members in the process. In some instances, due to staffing needs or emergencies, the county may not be able to accommodate the member's movement to another shift.
- 9.9 Employees shall be red-circled at their rate of pay following any classification attrition; unit such as the lower position is made equal. If a position in the classification that the employee was moved from due to attrition becomes open, the County may place said employee back into that classification.

ARTICLE 10 – DISCIPLINARY PROCEDURE

Employees are responsible for observing the policies and regulations contained herein and to policies and regulations contained herein and to conduct themselves on the job and other wise as to bring no discredit to the County government.

The Superintendent is responsible for the proper and efficient operations of the Department and for enforcing all policies and regulations. Supervisors, with the approval of the Superintendent, are authorized to impose such disciplinary measures as are appropriate and necessary for the orderly operations of the Department.

10.1 Conduct Subject to Disciplinary Action: Unit employees may be disciplined, suspended, or discharged from employment in a unit position for infractions including but not limited to the following:

- A. Stealing from the County, from a fellow employee, resident, inmate, or visitor of, the County of Carroll, or otherwise unjustly acquiring money, property, or services from the County or at the County's expense in violation of any provision contained herein or of any law of the State of New Hampshire;
- B. Negligently damaging any County property or the property of a fellow employee, inmate, or anyone under the care and/or custody of the County of Carroll or visitor of the County facilities;
- C. Lying in relation to any County business, any employment or personnel matter of the County, or any County employee or of any person doing business with the County;
- D. Disobedience or insubordination to a supervisor or any other superior;
- E. Disorderly, immoral, or indecent conduct on the job or on any County facility, or any such conduct under circumstances that reflect badly on the County in a more than incidental way as the Superintendent may, after, hearing and deliberation, determine;
- F. Failure to meet requirements of job description, unacceptable poor performance on the job, inefficiency, or lack of cooperation;
- G. 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 or on County property;
- H. Neglect of duty or negligence in performing duties;
- I. Altering or falsifying any records or the making of misstatements of fact in any phase of County government;
- J. Failure to perform duties in accordance with rules and regulations, or failure to carry out policies of the Department of Corrections;
- K. Unauthorized personal use of the County telecommunications or misappropriation of County property and services
- L. Unjustly acquiring money, property, gifts, favors, or services from inmates, inmates' visitors and or/relatives for personal gain, or services from the County or at County expense in violation of any provision contained herein of any law of the State of New Hampshire.

10.2 Disciplinary Standards: The parties jointly recognize the deterrent value and necessity of the ability to impose disciplinary action. Accordingly, the County will:

- A. Act to impose discipline within a reasonable time of the offense;
- B. Apply discipline in a uniform and consistent manner, while acknowledging that discipline is not necessarily administered in the exactly the same way in all cases;
- C. Ensure that all disciplinary actions are supported by just cause; and
- D. The County will impose a procedure of progressive discipline including the following actions:
 - 1. Oral Warning (with written documentation)
 - 2. Written Warning
 - 3. Suspension without Pay
 - 4. Demotion
 - 5. Dismissal

The employer agrees to remove warnings after 12 months if no subsequent warning is issued during the 12 months. If a subsequent warning is issued within the initial 12 months, the time limit to be removed starts over again with the new warning is issued.

The employer shall write a letter to the Superintendent to request to have a counseling memo or warning removed from their file when the time limit has been reached to be in the file.

The parties acknowledge that cause may warrant bypassing one or more of these progressive disciplinary steps.

10.3 Methodology: Disciplinary actions shall narrowly and specifically identify the alleged action of non-action for which the discipline is being given, and shall cite the particular contraction provision or published rule or regulation which is alleged to have been violated. These actions shall also include a statement of recommended corrections or actions for the employee to take to prevent further violation of the cited provision or rule.

10.4 All warnings shall be placed in the employee's personnel file at the time they are given. All written warnings shall narrowly and specifically identify the alleged actions or non-action for which the warning is being given and shall cite the particular contract provision or published rule or regulations which are alleged to have been violated. All warnings shall be verbally told to the employee in a timely manner and the supervisor shall place a record of the warning in the employee's personnel file and shall notify said employee.

- 10.5 Access to Personnel File: An employee shall be allowed to view the employee's personnel file at any reasonable time and to obtain copies of its contents at the employee's expense. Employees shall be given a copy of all disciplinary actions placed in their file. Documents not in the employee's personnel file may not be used for disciplinary purposes.
- 10.6 Confidentiality: Discipline shall be treated in a confidential manner, and employees shall not be reprimanded or otherwise disciplined in the presence of, or within the hearing or sight of inmates, other employees, or other persons not involved in the disciplinary process. A second supervisor may be present when discipline is being discussed or issued.
- 10.7 Suspension with Pay: The County may suspend an employee with pay during an investigation, but a suspension with pay for purposes of an investigation shall not be considered disciplinary in nature. Such employees shall be advised of the nature of the investigation at the time of the suspension.
- 10.8 Documentation of Personnel Actions: All personnel actions shall be in writing and such written documentation shall be maintained in the subject employee's personnel file and files of the Director of Personnel.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.1 For the purposes of this Agreement, a grievance is defined as a complaint or claim by an employee or group of employees in the bargaining unit or the Union specifying the names of the bargaining unit employees involved; the date(s) of the alleged offenses(s) and the specific Contract provision(s) involved which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation and/or application of the specific provisions of this Agreement. The following procedure shall be utilized in the handling of grievances:

Step One Informal Resolution Deputy Superintendent

1. If any bargaining unit member desires to utilize the grievance procedure, he/she shall first present their grievance to the Deputy Superintendent within 15 calendar days from the date of the grievable issue, action, inaction or event.
2. The Deputy Superintendent shall provide an oral response to the grievance within 15 calendar days of the meeting at which the grievance is presented

It is the intent of the parties that most grievances should be resolved at this step, and the participants shall make an earnest effort to achieve such a resolution. Any extension of the time frames established at Step One must be agreed to by the parties.

Step Two Superintendent

1. If the grievant is dissatisfied with the response received from the Deputy Superintendent then he/she, or his/her steward, or his/her field representative shall submit a written grievance to the Superintendent within 15 calendar days of the receipt of such a response. It is agreed that suspensions, terminations and demotions automatically move to Step Two of the grievance procedure.
2. The written grievance shall include, at a minimum, the nature and details of the complaint, which are adequate to frame a response, the contract provision that is alleged to have been violated, and the remedy sought by the grievant.
3. The Superintendent, or his/her designee, shall provide a response to the grievance as soon as it is practical, but in no instance shall such response be provided later than the close of business on the 15th calendar day after the meeting. Such answer must be provided to 1) the grievant (or his/her steward) and 2) the Union's assigned field representative. Any extension of the time frames established at Step Two must be agreed to by the parties.

Step Three Human Resources Director

1. If the grievant is dissatisfied with the response received from the Superintendent then he/she, or his/her steward, or his/her field representative shall submit a written grievance to the County Human Resources Director within 15 calendar days of the receipt of such a response.
2. The written grievance shall include, at a minimum, the nature and details of the complaint, which are adequate to frame a response, the contract provision that is alleged to have been violated, and the remedy sought by the grievant.
3. The Human Resources Director, or his/her designee, shall provide a response to the grievance as soon as it is practical, but in no instance shall such response be provided later than the close of business on the 15th calendar day after the meeting. Such answer must be provided to 1) the grievant (or his/her steward) and 2) the Union's assigned field representative. Any extension of the time frames established at Step Three must be agreed to by the parties.

Step Four County Commissioners

1. If the grievant is dissatisfied with the response received from the Human Resources Director then he/she, or his/her steward, or his/her field representative shall submit a written grievance to the County Human Resources Director within 15 calendar days of the receipt of such a response.
2. The petition to the Commissioners shall include both the original Step Two (written) grievance and the Superintendent's and the Human Resources Director's response, as

well as a written explanation of the reason(s) such response if considered to be unacceptable.

3. The Commissioners shall convene a grievance hearing at the earliest date of mutual convenience to the parties, but no later than 45 days after the submittal of the appeal at Step Three.
4. The grievant, any employee presenting the matter as the Union's representative, and any employee witnesses who have direct knowledge of the facts of the matter who are summoned by the Union to provide testimony in the case shall be excused from duty in order to participate in the grievance hearing without loss of time or compensation.
5. The Commissioners shall render a decision at Step Four as prescribed herein, and the Union shall be entitled to appeal to Step Five.

Step Five Arbitration

1. If the Union wishes to submit an unresolved grievance to arbitration, the Union shall so notify the County within 30 days from receipt of the decision at Step Four.
2. The grievant shall be represented by the Union or private attorney during the arbitration process.
3. The County and the Union may arrange mutually agreeable terms for the pre-hearing conference to consider means for expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts and authenticating exhibits, and the scheduling of the arbitrating hearing. Arbitration hearings shall normally be held during the regular work day hours.
4. The grievant(s), the grievant(s)'s steward, and the employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty in order to participate in the arbitration hearing without loss of time or compensation.
5. The arbitrator shall be chosen by mutual agreement of the parties, or failing agreement, by mutual agreement from a list of candidates provided by the New Hampshire Public Employees Labor Relations Board (NH PELRB).
6. The arbitrator shall hear the grievance at the earliest possible date following notice, and shall render a decision that shall be final and binding upon the parties. The arbitrator may hear more than one grievance at the scheduled hearing upon mutual agreement of the parties.
7. The arbitrator's fee plus his/her reasonable expenses shall be borne equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by they who are not County employees.
8. The decision of the arbitrator shall be final and binding on the parties as to the matter in dispute. The arbitrator shall not have the power to add to, ignore or modify any of the terms and/or conditions of this Agreement. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions

of this Agreement. The arbitrator's judgment shall not substitute for that of the parties in the exercise of rights granted or retained by the Agreement.

- 11.2 For the purposes of this Grievance Procedure, the phrase "work days/calendar" shall mean normal Corrections Department work days of Monday through Friday, excluding holidays.
- 11.3 All times limits may be extended by mutual agreement of the County and the Union.
- 11.4 Nothing in this Article shall be construed to limit the right of an employee to present a grievance without the assistance of a Steward. At the request of the employee, the Steward shall be excluded from the hearing at Step One; the Steward however, shall be given the opportunity to attend any subsequent hearings in Step 2 providing that in all cases, any resolution of the grievance shall not be inconsistent with the terms of this Agreement.
- 11.5 Failure by the County or its agents to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant in any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision and will be considered acceptance of the decision rendered.
- 11.6 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Corrections Department and have the grievance adjusted without intervention of the Union provided the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the prior opportunity to be present at such adjustment and to state its views.
- 11.7 During the term of this Agreement, the parties will continue to meet to discuss possible amendments to this Grievance Procedure. If any such amendments are agreed to by both parties, they may be incorporated in to this Agreement by written sidebar.

ARTICLE 12 PROMOTIONS

- 12.1 The County will post job vacancies for positions within this bargaining unit for seven (7) days on the facility's bulletin boards in order to allow present employees the opportunity to apply for the available position prior to an external posting.
- 12.2 The job posting shall include department, job title, and base rate of pay, job description and job status (temporary, on call or regular).
- 12.3 The County will post openings for management positions but may immediately begin external advertising. The final hiring decision for all positions shall be made by the Superintendent and the decision shall not be subject to the grievance procedure.
- 12.4 All employees who apply for promotions into positions included within this bargaining unit shall meet the following requirements:

- a) Field evaluation by the Superintendent or the Superintendent's designee.
- b) Oral examinations shall be comprised of (1) outside agency and (2) more members on the board that can consist of senior staff, human resources or other agencies.
- c) The testing process shall consist of a written exam worth 30 points, an oral exam worth 50 points, and a written scenario worth 15 points.
- d) Employees taking examinations shall receive one point for every year of service at the facility up to five points.
- e) If, during the life of this Agreement, a new position, in the same job classification covered by this Article, becomes open after 12 months of filling the first position, a new test must be taken by all employees who apply.

ARTICLE 13 DRUG AND ALCOHOL POLICY

Employees shall not possess, use, or sell controlled substances or alcoholic beverages while on duty. Possession shall include, but not be limited to, concealment, or storage in a locker, bag, automobile, or other place accessible to the employee during working hours. This shall not apply to alcohol or controlled substances confiscated for law enforcement purposes and handled in accordance with the Department's standard operating procedures. Employees should not report to work or attempt to work while under the influence of controlled substances or alcoholic beverages. Employees should not report to work while suffering from the effects of exceeding prescribed or directed usage or otherwise abusing prescriptions or over-the-counter drugs or medications. The Superintendent may enforce this policy by requiring employees to submit to drug and alcohol tests (including, but not limited to, submitting to a breathalyzer test or providing urine and/or blood samples) and/or by conducting searches of employees and their personal belongings and vehicles. The Superintendent may authorize drug and alcohol tests on a random basis, but searches of personal belongings, lockers or vehicles shall be authorized only when the Superintendent has reasonable suspicion that the employee is concealing controlled substances or alcohol in the area to be searched. Failure to comply with this policy or to cooperate with the Superintendent in the administration of this policy shall lead to disciplinary action or termination.

ARTICLE 14 SWAPPING OF SHIFTS

The swapping of shifts shall be allowed with prior approval of the Superintendent or designee. The swapping of shifts shall not result in any cost to the County. The employee requesting the swap shall be responsible to ensure the involved shift is covered.

ARTICLE 15 SICK LEAVE BANK

- 15.1 A Sick Leave Bank is herein provided for use by Department of Corrections Collective Bargaining Unit employees whose accrued Earned Time (pursuant to Earned Time policy for Department of Corrections Collective Bargaining Unit employees) is exhausted through prolonged illness or accident.

- 15.2 The Sick Leave Bank shall be administered by a Committee comprised of three members, one from Human Resources, and two appointed by the Collective Bargaining Union President.
- 15.3 The Sick Bank Leave Committee shall determine the eligibility for members requesting leave from the Sick Leave Bank and the amount of leave to be granted. The following criteria shall be used to determine eligibility:
 - a. Adequate medical evidence of serious illness/injury
 - b. Prior exhaustion of all accrued Earned Time
- 15.4 There is no carry-over of Sick Bank Leave days from year to year.
- 15.5 Requests for Sick Leave Bank days shall be made in writing using the Sick Leave Bank request form and sent to the Human Resources Department. That department will confirm that the eligibility criteria has been met. If a request is denied by the Committee, the requesting employee can appeal to the Board of Commissioners within 14 days of the denial.
- 15.6 A maximum of 40 hours will be allowed per request. In reviewing requests, the Committee shall not consider the identity of the requestor AND shall not have access to information protected from disclosure under HIPAA regulations.
- 15.7 No hours may be withdrawn from the Sick Leave Bank for use for any reason other than prolonged illness or accident of a County employee. Sick Leave Bank hours may not, for example, be withdrawn to permit an employee to stay at home to care for a family member.
- 15.8 The Sick Leave Bank total hours (for all employees combined) will be capped at 2,400 hours per year. Sick Leave Bank hours reset each January 1. If the Sick Leave Bank is exhausted prior to the end of the calendar year, and there are outstanding requests for Sick Leave Bank time, County employees may donate accrued, unused Earned Time to the Sick Leave Bank to assist their fellow employees in times of need.
- 15.9 Sick Leave Bank hours are not paid out upon separation of employment for any reason.

ARTICLE 16 SHORT-TERM DISABILITY

- 16.1 The County will provide a short-term disability policy for all regular full-time employees. This policy will be provided at no cost to employees. Current coverage (subject to eligibility requirements) to be provided as follows:
 - Sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings to a maximum of \$1,200 per week
 - Benefit waiting period: 1st day of accident; 8th day following illness

- Maximum benefit period 13 weeks

16.2 Earned time may be used to supplement the remaining 33 1/3% of basic weekly earnings and to cover any benefit waiting period. An employee who has exhausted his or her earned time balance may apply to the Sick Leave Bank for hours to cover the 33 1/3%. Please note that if anything in this policy is inconsistent with the Short-term Disability Policy provisions, the Short-Term Disability Policy shall control. Also, the County retains the discretion to change or eliminate the Short-Term Disability Policy with notice to employees.

ARTICLE 17 MILITARY LEAVE

Any employee who is a member of any reserve component of the United States or of this State shall be granted not more than fifteen (15) days military leave with pay in any one (1) calendar year for the purpose of engaging in military drill, training or other temporary duty under military or naval authority.

An employee shall be paid the difference in pay between the employee's regular base rate of pay and any pay the employee may have accumulated, shall be lost because of military leave, provided, however, that upon entrance or extended active duty, and employee shall be paid, if the employee requests, for all days accumulated vacation remaining to the employee's credit.

Employees who enlist after their initial date of hire with the County, shall be required to request a leave of absence to cover the time necessary for basic training.

ARTICLE 18 FAMILY AND MEDICAL LEAVE

It is the intent of Carroll County to meet the need of our employees to care for themselves and their families. Carroll County recognizes that employees may occasionally need to take time away from work to care for their own medical needs or the medical needs of a family member.

Carroll County will accommodate any employee eligible for FMLA leave by allowing that employee to take time off for certain family and medical reasons in accordance with Federal law. Initial eligibility through the Human Resources Department by written request and certification by healthcare provider will be required. Supervisors and department heads must be notified at least 30 days in advance of the start of FMLA Leave wherever possible, in order to accommodate staffing needs. At all times, the Federal guidelines will apply.

Carroll County reserves the right to designate FMLA Leave any time an eligible employee requests time off for a qualifying reason. For example, if an eligible employee suffers a non-

work related injury that qualifies as a serious health condition, Carroll County has the right to designate any time away from work as FMLA Leave. FMLA Leave will be initiated for qualifying absences due to work-related injuries. The County will notify an employee by letter when it designates FMLA Leave.

A. REASONS FOR LEAVE

Eligible employees may take family/medical leave for any of the following reasons:

- 1) The birth of your child and in order to care for a child
- 2) The placement of a child into your home for adoptive or foster care
- 3) To care for a spouse, parent, minor child, or adult child with a serious health condition
- 4) The employees own serious health condition which renders the employee unable to perform the essential functions of his or her position.
- 5) Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a military member on a covered active duty; to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member (military caregiver leave).

B. AMOUNT OF LEAVE AVAILABLE

An eligible employee may take up to 12 weeks of leave in a rolling 12-month period, depending on their employment status. A rolling 12-month period is 12 months measured backward from the date leave is first used. Human Resources will advise an employee of the amount of leave he/she has available.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member.

C. NOTIFICATION OF LEAVE BY EMPLOYEE

Employees must notify their Supervisor and Human Resources, by written application, at least 30 days in advance of a foreseeable leave, such as leaves for planned medical treatment or the birth of a child. For unforeseen events, such as accidental injury causing serious health condition, premature birth, or a sudden change in the employee's health, the employee must notify their Supervisor for their need for leave as soon as it is reasonable and practical. Failure to give notice as required may result in delay or denial of FMLA Leave. In the case of failure to notify of foreseeable leaves, the County may delay the start of the leave for up to 30 days from the date the employee provided the required notification.

D. MEDICAL CERTIFICATION

An employee must submit a medical certification from a certified health care provider no later than 15 business days following approval for the FMLA Leave request.

The County reserves the right to have an employee examined by another healthcare provider (and possibly a third healthcare provider, if the first two medical opinions are inconsistent) at its expense. The County also reserves the right to request periodic additional medical certification during the term of the FMLA Leave.

E. INTERMITTENT OR REDUCED SCHEDULE

Where there is a documented need by a certified medical provider, FMLA Leave may be taken in an intermittent or reduced schedule basis. Intermittent or reduced schedule leave will be counted on a four-hour basis. The employee must notify their Supervisor of their anticipated unavailability and the reasons for the proposed schedule.

A Supervisor may require the employee to temporarily work in a different position or on a different schedule during intermittent or reduced schedule leave to better accommodate the staffing needs. The alternative position will have the same pay rate and benefits as the position held prior to the start of the FMLA Leave.

F. PAY AND BENEFITS

1. It must be understood that FMLA Leave is on unpaid leave of absence. Employees are required to utilize all accrued leave time during FMLA Leave.
2. Employees must exhaust all accrued leave time before receiving donated time.
3. Employees do not accrue any benefits while out on FMLA Leave.
4. While out on FMLA Leave, the employee may not receive government compensation (unemployment, etc.) or work for another employer.
5. To continue coverage under the County's group health or dental insurance plan, the employee must continue to pay their portion of the premium. Failure to maintain payment of the premiums will result in loss of coverage. Coverage may not be reestablished until open enrollment.
6. If the County learns that the employee does not intend to return to work, or the employee simply does not return at the end of their approved FMLA Leave, insurance coverage for the employee will be discontinued.

In some cases, the County may recover its share of the premium for maintaining coverage for the employee during FMLA Leave if the employee fails to return to work for reasons other than a continued medical condition or other reasons beyond the employee's control.

G. RETURN TO WORK

An employee returning to work from FMLA Leave for their own medical illness must provide written medical certification clearance to their Supervisor prior to returning. The County will make every effort to return an employee to the same or equivalent position. However, due to business necessity, this cannot be guaranteed. An employee will not lose any seniority or benefits for taking the FMLA Leave.

Carroll County reserves the right to request a Fit for Duty Evaluation for any employee who requests an extension of their approved leave, or for any employee requesting accommodations in the workplace. Failure to return to work at the end of the approved FMLA Leave may be considered as a voluntary resignation by the employee.

H. FAILURE TO COMPLY WITH POLICY

If an employee fails to comply with the guidelines of this policy or falsifies any information related to the medical certification required to obtain the leave, the leave may be delayed, denied or discipline may result, up to and including termination of employment.

ARTICLE 19 JURY DUTY

An employee shall be given time off without loss of pay or annual leave when performing jury duty, or when subpoenaed to appear before a court, public body or commission on behalf of the County. Any fees paid for such appearances shall be deducted from the regular daily rate of pay. The County shall not reimburse for meals and/or mileage.

ARTICLE 20 BEREAVEMENT LEAVE

20.1 An employee is entitled to leave at full pay between the date of death and the date of the funeral or memorial service, inclusive, not to exceed three (3) work days for a death in the immediate family. For the purpose of administering the provisions of funeral leave, immediate family shall mean the following:

Husband	Wife	Father	Mother
Brother	Sister	Son	Daughter
Grandfather	Grandmother	Father-in-Law	Mother-in-Law
Brother-in-Law	Sister-in-Law	Son-in-Law	Daughter-in-Law
Grandchild	Aunt	Uncle	Ward or member of family living within the employee's household

- 20.2 Under extenuating circumstances, two (2) additional days with pay may be granted with the written approval of the Superintendent.

ARTICLE 21 MEMBER RIGHTS

The County agrees to provide suitable space on bulletin boards at convenient locations for the posting of notices of the Superintendent addressed to the employees and for the Union announcements, notices, social events, and other non-controversial matters which include, but are not limited to, advertising, political matters, or any kind of literature other than herein provided. Additionally, the parties agree to abide by the County's Personnel Records Access Policy, attached hereto.

- A. Duly authorized representatives of the NCEU may be permitted with prior permission of the Superintendent to work areas for the purpose of transacting business within the scope of representation. In no event will such activities interfere with the employee(s) duties nor violate the agency's security policies.
 - B. Duly authorized representatives of the NCEU may be permitted to enter work sites with an authorized escort, for the purpose of observing conditions under which employees are employed and to carry out the representative's legal responsibilities with prior approval of the Superintendent.
- 21.1 In July, or upon request by the Union, the County shall furnish to the Union an alphabetical listing of names and addresses of the employees in the bargaining unit.
- 21.2 Human Resources shall notify the Union of all bargaining unit members whose status has changed from "probationary" to "regular" on a monthly basis.

ARTICLE 22 DUES AND DEDUCTIONS

- 22.1 Upon individual written authorization by a Union member, covered by the Agreement, and approved by the Union President, the Superintendent, through the Superintendent's designated agents, agrees to deduct from the pay of each employee, so authorized, the current Union dues or representative fee, as certified to the Superintendent by the Treasurer of the Union.

Said deductions shall be made each pay period, provided, however, that if any employee has no check coming to them or the check is not large enough to satisfy the deduction, then, and in that event, no collection will be made from said employee for that pay period. The County shall send the amount so deducted at least once per month along with a statement indicating who has paid dues and/or representative fees.

In no case shall the County attempt to collect fines or assessments for the Union beyond the regular dues.

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

- 22.2 It is recognized that the negotiations for and administration of the Agreement entails expenses which appropriately should be shared by all employees who are beneficiaries of this Agreement.
- 22.3 Representation Costs: An individual who is not a member of the Union who requests services of the Union in a grievance representation shall be charged the full fair cost to the Union of such representation.

ARTICLE 23 RETIREMENT

- 23.1 All Correction Officers are enrolled in the New Hampshire Retirement System Group II Retirement Program and must be certified through the New Hampshire Association of Counties.
- 23.2 Correction Officers shall meet the New Hampshire Retirement System physical requirements on completion of the probationary period.

ARTICLE 24 SAFETY AND HEALTH

- 24.1 The parties agree that a Joint Loss Management Committee shall be established in the unit comprised of four (4) employees; two (2) appointed by the Union and two (2) appointed by the County. The purpose of this committee is to bring to the attention of the County areas where conditions detrimental to health and/or safety exist and make recommendations for elimination of same.
- 24.2 The County agrees to provide adequate and appropriate training and equipment to ensure the safety of Correction Department's employees. Such training may include, but not necessarily limited to, fire safety, CPR, suppression techniques, and techniques for dealing with unusual situations which might threaten life or safety any resident or employee.

The Joint Loss Management Committee shall convene to implement this provision. It is specifically agreed that this Section and the exercise of any of the provisions established in this Section are not subject to the Grievance Procedure.

ARTICLE 25 HOURS OF WORK AND OVERTIME

- 25.1 For the purpose of this Agreement only, the current shift schedules will not be significantly altered. However, the Superintendent reserves the right to assign employees to specific shifts.
- 25.2 Carroll County Department of Corrections changed to 12 hour shifts effective April 27, 2008. The (Fair Labor Standards Act) FLSA permits correctional officers straight time pay up to 85.5 hours in a fourteen (14) day period. Employees are entitled to overtime at one and one-half times regular rate for all hours in excess of 85.5 hours in a fourteen (14) day pay period. Overtime assignments are mandatory. Failure to accept an overtime assignment may lead to discipline, up to, and including discharge.
- 25.3 It shall be the duty of all able-bodied employees to make themselves available during the course of emergencies.
- 25.4 Employees covered by this Agreement who are required to attend Court, shall receive their regular rate of pay for such time spent. Any funds received by the employee from said Court, will be immediately turned over to the Superintendent and/or agent.
- 25.5 An employee covered by this Agreement who has left the employee's normal place of work for the employee's residence and is called back for overtime work shall be guaranteed a minimum of three (3) hours work at time and one half of the employee's regular rate of pay. It is understood that pre-scheduled meetings are not considered a call back.
- 25.6 If an employee is unable to report for the employee's shift, the employee must notify the employee's immediate supervisor no less than two (2) hours beforehand in order to be paid. Exceptions shall be made under extenuating circumstances, as determined by the Superintendent or designee.
- 25.7 Except for emergencies as determined by the Superintendent or the Superintendent's designee, no one is allowed to work more than sixteen (16) hours without an eight (8) hour break.
- 25.8 All attempts will be made to have correctional officers who are employed under a full-time capacity with the county certified through the New Hampshire Association of Counties within 18 months unless there are exigent circumstances. The County will provide training for certification renewal at its expense. Failure to obtain and renew certification on a timely basis may lead to dismissal.

25.9 Overtime Distribution: it is recognized that a correctional facility overtime work is necessity and may be desired by some members but be a burden to others therefore, the following provisions apply:

1. The Captain or designee shall give as much notice as practicable when overtime will be worked
2. When overtime is to be worked, full-time officers and regular part-time officers covered under this Agreement shall be offered overtime first then part-time officers. An overtime roster for full-time/part-time regular members under this Agreement will be kept by the Captain or designee. The Captain or designee shall utilize the overtime roster to make overtime equally available to all members. The members on the overtime list will be called until someone accepts or the list is exhausted.

The next time someone is needed for overtime the Captain or designee shall call the next person on the list after the last one that accepted overtime work. The member who does four (4) hours of volunteered overtime goes to the bottom of the call roster and will be called last for the next overtime available.

In the event that an error is made in the administration of the overtime roster and an eligible member is not called as provided for herein said member shall be called first for the next overtime assignment. The affected member shall not be entitled to the receipt of pay or other compensation for the missed overtime opportunity.

3. To the extent practical, all overtime assignments shall be on a voluntary basis. In the event that not enough volunteers present themselves, the mandatory assignment of overtime work shall be required. The overtime roster shall be used as the mandate list. The member who is working on the day the overtime is needed and is at the top off the list shall be mandated to stay and fill the overtime position.

The member will be moved to the bottom of the overtime roster after the member has worked any portion of the mandated overtime. Normal course of duty such as finishing reports, responding to emergencies or hospital duty will not qualify as mandated overtime and are not subject to moving the officer on the mandate list unless they reach four (4) hours of overtime and choose to be placed on the bottom of the mandate list.

The County will make a mandated overtime list available to all bargaining unit members so as to provide accountability of the fairness of the process.

ARTICLE 26 EMPLOYMENT

26.1 Sexual Harassment

Carroll County will not tolerate the sexual harassment of any employee, client, resident, inmate, vendor or any other person dealing with the County. Conduct will be considered sexual harassment if:

- a. Submission to or rejection of a request for a sexual favor is used as a basis for employment decisions affecting the person who did the submitting or rejecting
- b. Submission to a request for sexual favors is made either explicitly or implicitly a condition of the individual's initial or continued employment
- c. Unwelcome sexual advance and other verbal or physical conduct of a sexual nature interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment

All complaints of sexual harassment should be referred immediately to the employee's supervisor or another supervisor up the chain of command or directly to the Human Resources Office and the matter will be promptly investigated. Confidentiality will be maintained to the extent possible consistent with the need to conduct a prompt and thorough investigation of a complaint. Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited.

Any instance of sexual harassment as described herein, any act of retaliation or any failure to cooperate in the investigation or resolution of a sexual harassment complaint may result in disciplinary action or termination.

26.2 Certification

All certifications that are deemed necessary by the New Hampshire County Correctional Academy, State and/or Federal regulations for correctional personnel must be kept up-to-date and training supplied by the county administration at the County's expense. The employees will be paid for all hours spent in a classroom/training session for certification.

Prior to attending offsite trainings, if a unit member wants a vehicle it will be the responsibility of the bargaining unit member to attempt to secure a County vehicle. If the member is not able to secure a County vehicle due to lack of availability the unit member may receive mileage reimbursement. Mileage will be reimbursed from the Carroll County Jail to the site unless the site is closer to the member's house then no

mileage will be reimbursed. Trainings, seminars, meetings are considered regular work days and the member is reporting to the training, seminar or meeting as their work site.

Requests for mileage reimbursement shall be filed no later than sixty (60) days from the date of training to be eligible for reimbursement.

County transportation and meal allowance will be provided when necessary. The County rate for mileage will be paid if an employee uses the employee's own vehicle except when the training is conducted within Carroll County. All employees will be certified by the New Hampshire County Correctional Academy within eighteen (18) months of employment.

26.3 Training

All bargaining unit members will receive proper training commensurate with their responsibilities within the first year of their employment. New hires will receive proper training prior to assignment to duty, which shall consist of not less than forty (40) hours of orientation prior to regular shift assignment, providing that in the event of an emergency situation, this provision may be suspended. Members will have the right to continue their education relative to their employment under applicable programs.

26.3a For the purposes of mandatory trainings, the employer shall post a list of all available trainings through approved venues. Employees interested in attending shall provide a letter of interest for said training and based on the needs of the facility, recommendation of the training department, taking in account seniority and authorization of the Superintendent may be granted to attend the training.

26.4 Leave of Absence

A regular employee may, upon proper application in writing to the Superintendent and upon written approval, be granted a continuous leave of absence, without pay. If the employee desires to keep health insurance or any other insurance benefits in force during the leave, the employee must prepay the premiums for said benefit.

26.5 Tuition Reimbursement

A full-time employee covered by this Agreement shall, upon presentation of the employee's transcript and a bursar's receipt, be reimbursed in a lump sum for the cost of tuition of courses taken provided:

- a. The courses are of a content related to the employee's occupation

- b. The courses are approved in advance by the Superintendent
- c. The employee has received a grade of "B" or better
- d. The total education reimbursement available to the Unit, payable on a "first come, first served" basis, shall not exceed \$2,500 each fiscal year

26.6 The County will pay in the last paycheck of the calendar year \$100 for Associate's Degree, \$200 for Bachelor's Degree and \$300 for Master's Degree. There shall be no pyramiding under this Article. If an employee holds more than one certification or degree under this Article, the employee shall be paid only for the highest level.

26.7 Personal Property

The employer agrees to reimburse an employee who suffers a loss or damages to his/her personal property as a result of a scuffle with an inmate, less the amount of any insurance reimbursement, provided that in the event the personal property involved is a wrist watch or eye glasses the maximum reimbursement will be up to fifty dollars (\$50) with proof of what the initial cost of the watch was. The employer agrees to pay up to one hundred fifty dollars (\$150) for eye glasses replacement. An employee who makes a claim under this agreement shall, as soon as possible, report the loss or damage to his/her supervisor in writing describing the event and the property destroyed. The employee must fill out a reimbursement form and provide a receipt of the replaced property within ninety (90) days in order to be reimbursed.

26.8 Meal Allowance

Employees will only be eligible to receive reimbursement for meals purchased outside of the institution when they are attending training and cannot reasonably return to the institution. One meal (breakfast or lunch) will be reimbursed for a regular (8 hour) training. If the training is outside the institution, and if the employee is lodging overnight the employer agrees to reimburse the employee up to \$6.00 for breakfast, \$10.00 for lunch and \$16.00 for supper up to \$32.00 a day. Alcohol is not authorized for reimbursement.

Meal expenses may be paid out prior to a trip for employee convenience. No receipts for meals are required if payment is received prior to travel. Expenses for snacks in between meals or tips for service shall not be reimbursable. On the first and last day of travel, the meals expense will be reduced 50% if travel is initiated after 12:00 p.m. or concludes before 4:00 p.m. Travel tickets or conference agenda shall be submitted for verification and for any reimbursement. Reimbursements for lodging, meals, tickets, conferences, travel or other activities shall only be submitted for the employee expenses and a separate receipt for the employee shall only be accepted. Receipts submitted for reimbursement shall not include spouses or non-County

personnel expenses. Meals included in a conference registration fee will not be considered for reimbursement. The employee must submit a reimbursement slip with receipts within thirty (30) days of the training.

26.9 Physical Fitness Stipend

After completing one (1) full year of employment with Carroll County Department of Corrections, any employee who presents a valid physician's clearance will be able to participate in the Cooper Standards physical fitness testing administered each year by the Department. Employees who pass any four (4) of the seven (7) Cooper Standards will receive a seven hundred dollar (\$700) stipend in October of the year in which the test is administered.

ARTICLE 27 WAGES

27.1 On April 1, 2023, Union members will receive a wage increase and thereafter, during the term of this Agreement, the following rules will apply:

A. Union members who are at or who reach the top of the wage scale will not be entitled to any further step(s) and will instead be entitled to a cost of living increase, if such is approved by the County.

B. Wage Increases:

- April 1, 2023 \$5.56/hour increase
- April 1, 2024 2%/hour increase
- April 1, 2025 2%/hour increase

C. Beginning Salary

The minimum rate of pay for a class shall normally be paid upon appointment to the class. However, subject to approval of the Commissioners, original appointments at a salary above the minimum rate may be paid whenever such action is in the best interest of the County. Any Employee hired having correctional officer experience, active or inactive, may be eligible at the Superintendent's discretion for placement on the wage scale equal to relative years of service. The experience credit only applies to wages, not seniority or benefits.

D. Demotion

A member who is demoted for proper cause to a lower class for which qualified shall be employed at the minimum step in his/her lower salary range appropriate for his/her length of service.

A member who is demoted as a result of a reduction in the force shall be employed at the maximum salary range of the lower class for which

qualified. If the maximum salary of the lower class is the same or higher than the salary of the person demoted, the salary of the demoted person shall be the same as that previous demotion. If a member accepts a position from a higher class to a lower class, the member will move on the step in the lower class shall be employed at step in his/her lower salary range appropriate for his/her length of service.

E. Promotion

When a member is promoted, he/she shall be paid at a rate determined by locating the pay step in the new labor grade that is closest to, but not less than, the member's current rate of pay in the promotion labor grade and then adding one step.

F. Step Increases

shall be granted at regular twelve (12) month intervals based on a members' hire date for satisfactory service. (Hire date will change to date of promotion to new grade/classification for evaluation purposes).

G. Withholding Step Increase

The Employer may withhold an increase for unsatisfactory work performance, provided that the bargaining unit member has received a written notice indicating intention of withholding the step increase three (3) months before their anniversary date informing the employee that they are in jeopardy of not earning a step increase based on performance. If the member does not improve their deficient performance within three (3) month window the member will not receive their step increase and may be subject to disciplinary action up to dismissal.

27.2 Correctional officers are eligible for one dollar (\$1.00) per hour premium when designated by the Superintendent or designee as the Officer in Charge. The decision of whether to designate an Officer in Charge and which correctional officer to designate shall be discretionary decisions by the Superintendent or designee not subject to the grievance procedure.

27.3 The differential for the second and third shifts shall be one dollar (\$1.00) per hour. The differential for weekend shifts shall be two dollars (\$2.00) per hour.

ARTICLE 28 INSURANCE

28.1 The County will pay 85% of the premium for coverage under the Interlocal Trust HMO (MD 21375), with Premium four (4) tier prescription benefit, or a substantially similar plan.

- 28.2 The County will pay 100% of the premium for single person coverage under Delta Dental's PPO Plus Premier Plan (Core), or a substantially similar plan.
- 28.3 The County shall provide ten thousand dollars (\$10,000) of Life Insurance for each employee.
- 28.4 Either party may request to reopen negotiations to review health insurance proposals provided the coverage is comparable to the present policy and it is economically advantageous to both parties.

ARTICLE 29 SEPARABILITY

- 29.0 If any Article of this Agreement or any application of any portion of any Article of this Agreement to any employee or groups of employees is held to be contrary to law, then such article shall not be deemed valid, but all other Articles shall continue in full force and effect.

ARTICLE 30 EFFECT OF AGREEMENT

- 30.1 This Agreement constitutes the entire agreement and final resolution of all matters in dispute between the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
- 30.2 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 understandings and agreements arrived at by the parties after the exercise of that right and that opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees 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 31 EXPENDITURE OF PUBLIC FUNDS

Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Employer unless and until the necessary specific appropriations have been made by the Carroll County Delegation at each of its appropriate annual or special meetings during the term of this Agreement. The Employer

shall make a good faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual or special Carroll County Delegation meetings.

If such funds are not forthcoming, the Employer and the Union shall resume negotiations regarding the matters affected.

ARTICLE 32 DURATION

Unless otherwise expressly provided in this Agreement, the provisions of this Agreement shall be effective on April 1, 2023 and shall continue and remain in full force and effect until midnight March 31, 2026.

For: CARROLL COUNTY

Terrence McCarty

Matthew Black

Date: January 30, 2023

For: NCEU

[Signature]

Date: 2/7/23

Wage Scale - Carroll County Department of Corrections

		Start	1	2	3	4	5	6	7	8	9	10
Officer	2022	17.44	17.93	18.42	18.91	19.40	19.90	20.40	20.89	21.38	21.87	22.36
increase \$5.56	2023	23.00	23.49	23.98	24.47	24.96	25.46	25.96	26.45	26.94	27.43	27.92
increase 2%	2024	23.46	23.96	24.46	24.96	25.46	25.97	26.48	26.98	27.48	27.98	28.48
increase 2%	2025	23.93	24.44	24.95	25.46	25.97	26.49	27.01	27.52	28.03	28.54	29.05
Specialist	2022	19.94	20.23	20.53	20.83	21.29	21.59	21.89	22.20	22.50	22.80	23.11
increase \$5.56	2023	25.50	25.79	26.09	26.39	26.85	27.15	27.45	27.76	28.06	28.36	28.67
increase 2%	2024	26.01	26.31	26.61	26.92	27.39	27.69	28.00	28.32	28.62	28.93	29.24
increase 2%	2025	26.53	26.83	27.14	27.46	27.93	28.25	28.56	28.88	29.19	29.51	29.83
Corporal	2022	20.45	20.87	21.27	21.68	22.09	22.5	22.91	23.33	23.74	24.16	24.58
increase \$5.56	2023	26.01	26.43	26.83	27.24	27.65	28.06	28.47	28.89	29.3	29.72	30.14
increase 2%	2024	26.53	26.96	27.37	27.78	28.20	28.62	29.04	29.47	29.89	30.31	30.74
increase 2%	2025	27.06	27.50	27.91	28.34	28.77	29.19	29.62	30.06	30.48	30.92	31.36
Sergeant	2022	22.36	22.83	23.29	23.76	24.21	24.68	25.15	25.63	26.1	26.57	27.04
increase \$5.56	2023	27.92	28.39	28.85	29.32	29.77	30.24	30.71	31.19	31.66	32.13	32.60
increase 2%	2024	28.48	28.96	29.43	29.91	30.37	30.84	31.32	31.81	32.29	32.77	33.25
increase 2%	2025	29.05	29.54	30.02	30.50	30.97	31.46	31.95	32.45	32.94	33.43	33.92

Employees who are at or who will reach the top of the wage scale, and who therefore do not receive a step increase, will not be entitled to any further step(s) and will instead be entitled to a cost of living increase of 2%