

Cheshire County

Commissioners

&

Teamsters Local Union No. 633

of

New Hampshire – Cheshire County Department of
Corrections

April 1, 2022 – March 31, 2025

COLLECTIVE BARGAINING AGREEMENT

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PREAMBLE

A contract ("Contract" or "Agreement") between the County of Cheshire for the Department of Corrections, hereinafter referred to as the "County" or the "Employer" and Teamsters Local 633, hereinafter referred to as the "Union" and collectively referred to as the "Parties". As used herein, references to "employees" or to "employee" refer only to the Corrections Officers for whom the Union is the exclusive bargaining agent under Article I of this Agreement. The County's and the Union's obligations under this Agreement are premised on, and do not arise until, the following legal pre-conditions are all satisfied: the Board of Commissioners and the Union respectively properly ratify 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 1 RECOGNITION

The Employer hereby recognizes the Union as the sole exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A and to the decision of the Public Employee Labor Relations Board, Case NO. G-0236-1, Decision 2016-155, Dated 6/29/16), and amendments thereto, for all regular full-time and all regular part-time Correctional Officers, Corporals, Sergeants, Staff Sergeants and Sergeants First Class, (excluding 1st Sergeant/Asst. Supervisor, Master Sergeants, Command Master Sergeant/Asst. Supervisor, Lieutenants, Captains, Majors, and Superintendent) for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and terms and conditions of employment.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 Except as limited by the terms of the Agreement, the management of the Department of Corrections shall remain vested exclusively in the County and its designated agents, including the exercise of all of the rights, responsibilities and prerogatives that are inherent in the Employer or its agents by virtue of any statutes and/or ordinances, as well as all rights, responsibilities and prerogatives relating to,

including, but not limited to, the direction of the work force, the establishment of reasonable rules and regulations, the establishment of qualifications for employment, the right to hire, supervise, demote discipline or discharge for just cause, transfer, or relieve employees from duty for lack of work or funds, the right to decide job classifications, the creation and abolition of positions and the determination of the methods, processes and manner of performing work and the general control of all of the operations of the Department in all its phases and details as well as all rights retained by virtue of, including, but not limited to, New Hampshire RSA Chapter 273-A.

2.2 It is agreed that this enumeration of management rights shall not be deemed to exclude other proper management rights not specifically enumerated herein. The County shall retain all rights and authority exercised prior to the execution of this Agreement, except as modified in this Agreement. The County not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed to be waiving its right to exercise such function or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement. Unless specifically abrogated by the terms of this Agreement, any rule, regulation of standard operating procedure in effect at the time of the ratification of this Agreement shall remain in full force and effect.

ARTICLE 3 EMPLOYEE RIGHTS

3.1 The County and the Union agree not to discriminate against any 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.

3.2 No employee shall, as a condition of employment, be required to become a member of the Union. However, the County shall make known prior or during the hiring process that the members of the bargaining unit are represented by the Teamsters. The Union agrees that it will not interfere with the rights of any or all non-members employed by the County.

3.3 After completion of an employee's probationary period, and upon receipt of an individually written authorization form signed by the employee, members shall have the right to have Union dues and/or agency fees and initiation fees deducted from their regular pay checks in accordance with the terms of this contract. Further, the County agrees to deduct from the pay of the members voluntary D.R.I.V.E. contributions, as certified to the County by Teamsters Local 633 and with proper authorization. The County shall monthly transmit to the Teamsters Office, prior to the 20th of the month, collected fees or dues together with a list of the employees who had such fees or dues deducted and the date of such deductions.

3.4 In the event that an employee's check is insufficient to deduct dues after all other required deductions have been made, then no dues will be deducted or paid to the Union for that pay period. The Union agrees to indemnify and save harmless the County for any actions it may take or fail to take in connection with dues deduction. The Union agrees to notify the County in writing of the amount of the dues to be deducted from each employee, and notify the County one month in advance of any change in the amount to be deducted.

3.5 The County and the Union reaffirm and will maintain the policy not to discriminate against any person because of age, sex, marital status, race, color, citizenship, national origin, religion, or disability. All such claims under this Section shall be processed through the grievance procedure herein before taking action with state federal agencies. This requirement shall not, however, restrict the filing of claims or complaints.

ARTICLE 4 UNION RIGHTS

4.1 Bulletin Boards: The Employer shall furnish reasonable space on bulletin boards for the use of the Union. Employees shall not post notices of a derogatory, libelous, or profane nature and shall be limited to actual Union activity. Employees shall not post Union Notices at any other locations other than the approved Union Bulletin Board(s). Under no circumstances shall management post any item on the Union bulletin board without the express permission of the Union.

4.2 Unit Employees: The Employer shall furnish the Union with the names and addresses of all unit employees at least semi-annually upon the request of the Union. The listing of unit employees' names and addresses shall indicate which employees are new unit employees (upon completion of probation).

4.3 Facilities: For the purposes relating to the County of Cheshire Department of Corrections bargaining unit, the Union shall be allowed the use of County facility space for meetings, upon request and approval of the County, provided such use would not conflict with the employer's business.

4.4 The County agrees to authorize one (1) day off in any one (1) calendar year without loss of time or pay for one (1) steward/or designee appointed by the Union, to enable him/her to attend Union Training Programs. Further, the County agrees to authorize one (1) day off in any one (1) calendar year without pay for one (1) additional steward/or designee appointed by the Union, to enable him/her to attend Union Training Program. The Union shall notify the County no less than twenty (20) days in advance of such proposed training programs.

ARTICLE 5 NO STRIKES

Under no circumstances will the Union cause, engage, sponsor, or participate in any strike, sit-down, stay-out, work slowdown, withholding of services or curtailment of work or restriction or interference with the operation of the Department of Corrections and the County agrees not to engage in any lockout.

ARTICLE 6 WORK RULES & SEXUAL HARASSMENT

The County and/or Superintendent may prepare, issue and enforce reasonable work rules and safety regulations necessary for the safe, orderly and efficient operation of the Department of Corrections. If at all possible, there will be a joint participation with Management to maximize cooperation and allow for identification of potential problems prior to implementation.

Sexual Harassment: The 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:

6.1 Submission to or rejection of a request for a sexual favor is used as the basis for employment decisions affecting the person who did the submitting or rejecting; or

6.2 Submission to a request for sexual favors is made either explicitly or implicitly a condition of the individual's initial or continued employment; or

6.3 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.

6.4 All complaints of sexual harassment should be referred immediately to the employee's supervisor or the Human Resources Manager 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.

6.5 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.

ARTICLE 7 DISCIPLINARY PROCEDURES

Employees in the collective bargaining agreement reserve the right to have Union representation at any and all disciplinary action. Disciplinary action will be for just cause and will normally be taken in the following order:

- a. Verbal Warning
- b. Written Warning
- c. Suspension-without pay

- d. Demotion (if applicable)
- e. Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate written warning, suspension or discharge. As a minimum all employees are expected to adhere to rules which include but are not limited to all Cheshire County Department of Corrections rules and regulations. All discipline shall be subject to the grievance process.

All suspensions, demotions and discharges must be stated in writing and the reason(s) stated and a copy given to the employee(s) and the Union at the time disciplinary action is taken.

Employee commendations to include documentation of appreciation from citizens, other employees or other agencies shall never be purged from an employee's personnel file.

All employees shall have the right to review their records upon twenty-four (24) hour's notice and the right to copy their files at their own expense.

Nothing in this provision should be construed to mitigate any violation of a serious nature or any violation of any state or federal statute.

When deemed appropriate by management, performance issues may be documented in the form of a "statement of developmental counseling." While not considered a formal level of discipline, this action may be kept in the employee's personnel file and may be understood as a form of documenting prior attempts to improve or correct employee job performance. This documentation will be removed from an employee's personnel file in six (6) months if the performance issue does not reoccur.

After eighteen (18) months, a disciplinary infraction will no longer be relied on as progressive discipline if there has been no other disciplinary infraction of the same kind during that eighteen (18) month period. Record of the disciplinary infraction will not be removed from the personnel file.

ARTICLE 8
EFFECT OF AGREEMENT

8.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals 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 opportunity are set-forth in this Agreement. Therefore, the County and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not 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 this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time, and the parties have agreed that either party may request to reopen negotiations concerning different options for health insurance coverage.

8.2 This instrument constitutes the entire agreement and final resolution of all matters in dispute between the County and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been negotiated by mutual agreement and reduced to writing and signed by the parties.

8.3 Waiver by either party of the other's nonperformance or violation of any term or condition of this Contract shall not constitute a waiver of any other non-performance or violation of any other term or condition of this Contract, or of the same nonperformance or violation in the future.

ARTICLE 9
GRIEVANCE PROCEDURE

9.1 The purpose of this procedure is to provide an orderly method for the resolution of grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. The Grievant (employee) shall be physically present during each stage of the grievance process so

that the County can discuss the nature of the grievance and have an adequate opportunity to explore options for resolution.

9.2 For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following, procedures within the stated time limits.

9.3 Any and all time limits specified in this grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. The employee and/or the Union may submit the grievance to the next step in the procedure if the County fails to reply within the specified time limits.

9.4 An individual member of the bargaining unit may present an oral grievance to the County prior to Step 1.

9.5 For the purposes of this article only, a working day is considered to be any normal working day within the Monday-Friday workweek, excluding only County-recognized holidays.

9.6 Steps in the Grievance Procedure:

Step 1: Any employee who has a grievance shall submit it in writing on the prescribed form, to the Superintendent. A written grievance must be filed within seven (7) working days of the event or the date on which the employee first became aware or should have been aware of the event. The grievance must: a) specify the person allegedly causing the action being grieved (if known); b) the time, place and nature of the grievance; c) the language or section of this Agreement which has allegedly been violated or misapplied; d) the specific injury or loss which is claimed; e) the remedy sought. The Superintendent shall hold a hearing within seven (7) working days of the receipt of the written grievance and shall render a decision within seven (7) working days following the date of the hearing.

Step 2: If the grievance is not resolved to the grievant's satisfaction at Step 1, a written appeal may be filed within seven (7) working days of the Step 1 decision, with the Commissioners. All documentation presented at the prior steps, along with the Step 1 decision shall accompany the appeal to the Commissioners. The Commissioners shall hold a hearing within seven (7) working days of receipt of the appeal from Step 1 and shall render a written decision within seven (7) working days thereafter.

Step 3: If the decision of the Commissioners does not resolve the grievance to the satisfaction of the grievant, a written appeal may be filed within seven (7) working days of the Step 2 decision to arbitration. All documentation presented at the prior steps shall accompany the appeal.

The following procedure shall be used to secure the services of an arbitrator.

A) Extension of time for the filing, hearing or the rendering of decisions may be extended by mutual consent of the Commissioners and the aggrieved party. Time limits above shall automatically be extended in time increments equal to time in which the principals are unavailable to hear appeals due to illness or vacation leave.

B) The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within seven (7) days following the date the request for arbitration was received by the Commissioners, the Public Employees Labor Relations Board (PELRB) will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.

C) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within seven (7) working days, they shall request that a second roster be prepared by the PELRB.

D) If the parties are unable to determine an acceptable arbitrator within seven (7) working days of the receipt of the second roster, either party may

request that the PELRB select the name of an arbitrator who will hear the pending appeal.

E) Except as specifically agreed by the parties, neither party shall be permitted to assert any ground or submit any evidence to the arbitrator which was not previously disclosed to the other party prior to the commencement of the arbitration.

F) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall have no power to add to, delete from, or modify, in any way, the provisions of this Agreement. The arbitrator may award a "make whole" recommendation, but may apply no penalty assessments. The decision of the arbitrator shall be final and binding.

G) The cost of arbitration services, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the parties. Any other expenses shall be paid by the party incurring same.

H) It is expressly understood that either party may initiate informal action with the other to resolve the grievance prior to going to Step 4. This may take the form of a pre-arbitration panel, the form and composition of which will be determined by mutual consent of both parties.

I) The parties shall submit to each other and the arbitrator a list of all witnesses to be called in the event of an arbitration hearing no less than twenty-four (24) hours in advance of the scheduled hearing date. If agreed to by both parties, written briefs may be substituted for formal hearings at any step in the grievance process.

J) Notwithstanding anything herein to the contrary, and in the case of a termination, the parties agree to schedule and conduct any arbitration within sixty (60) days of the date the employee is removed from the workplace. To this end, the selection of an arbitrator shall be expedited and neither party shall

unreasonably withhold approval or appointment of an arbitrator who can serve within the specified sixty (60) day timeframe.

ARTICLE 10
SAFETY AND HEALTH

The County and/or Superintendent shall have the right to make reasonable regulations governing the safety and health of its employees during their hours of employment provided such regulations do not conflict with the terms of this agreement. Employees shall comply with all safety rules and regulations so established. Representatives of the County and the Union may meet as needed to discuss regulations and any other concerns including safety or health issues. The parties shall endeavor to provide and maintain safe working conditions within mutually acknowledged safety limitations connected with the work the employee does.

ARTICLE 11
DRUG POLICY

11.1 Employees shall not possess, use, or sell illegal controlled substances or alcoholic beverages while on duty in the correctional facility or while in any other facility of the County or any other facility at another location while on duty or acting in an official capacity for the County. Possession shall include, but not be limited to, concealment or storage in a locker, bag, or other place accessible to the employee during working hours.

11.2 Employees shall not report to work or attempt to work while under the influence of alcoholic beverages or controlled illegal substances. Employees shall not report to work or attempt to work while suffering from the effects of prescription or over-the-counter drugs or medication which would impair their ability to do their job.

11.3 The Superintendent may enforce this policy by requiring employees to submit to drug and alcohol tests (including, but not limited to, providing urine and blood samples) and/or by conducting searches of employees and their personal belongings upon reasonable suspicion that the employee is under the influence of a drug or alcohol or that the employee is concealing controlled substances or alcohol in the area to be searched. Reasonable suspicion must be based on specific, objective facts and any

rationaly derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs and/or alcohol while on or off duty.

11.4 Employees may be subject to disciplinary action if the employee:

- (a) Fails to comply with this policy or to cooperate in the administration of this policy.
- (b) Exhibits behavior that is harmful or potentially harmful to inmates or other employees.
- (c) Does not obtain professional treatment for alcohol or drug dependency.
- (d) Refuses to provide documentation of treatment.
- (e) Does not meet the goals of the treatment plan in a timely fashion as presented in such treatment plan.
- (f) Refuses to submit to independent testing under Section 11.3 above, at County expense, if requested to do so by the Superintendent.

11.5 Any employee who is diagnosed as dependent on alcohol or drugs by a medical professional, a certified counselor or an accredited treatment facility shall receive the same consideration as employees with other serious illnesses for so long as the employee abstains from use of such drugs or alcohol. The employee may be placed on sick leave or FMLA Leave, if applicable, under the terms of this Agreement until the employee presents Human Resources with a plan of treatment from a medical professional, a certified counselor or an accredited treatment facility. The employee will be required to present periodic documentation as requested by Human Resources from the medical professional, certified counselor, or treatment facility of ongoing treatment whether the employee remains on sick leave or returns to work.

11.6 In the event of drug testing or the implementation of a random drug testing program, such program shall at least fulfill the procedural requirements set forth in 49

CFR 40, U.S. Department of Transportation Procedures for Transportation Work Place Drug Testing Programs.

ARTICLE 12
SENIORITY, APPOINTMENTS, PROMOTIONS, TRANSFERS

Seniority: For purposes of vacations and other benefits, an employee's seniority shall be equal to the employee's years of service or employment with the Department of Corrections in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified below.¹

Ability to Perform Work: Ability to perform the job or work as used in this article means the employee is capable of performing the essential functions of the position, with or without reasonable accommodations.

Termination of Seniority: Seniority for all purposes shall be terminated for any of the following reasons:

- A) Voluntary Quit.
- B) Discharge for just cause.
- C) Failure to be recalled from layoff or return to work due to any non occupational connected illness or accident after the exhaustion FMLA and/or any accrued sick leave.
- D) Retirement.

Application of Seniority (layoff and recall): With respect to layoff and recall continuous service will be applicable providing the employee is capable of performing the work the essential functions of the position. Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain his seniority for twenty four (24) months.

¹ This agreement shall not be construed as changing the length of seniority from the employee's actual years of service.

Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the County within five (5) business days after receiving notice of recall of the employee's intention to return to work. The County shall be deemed to have fulfilled his obligation by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the County with the employee's latest mailing address. In any event, the employee must return to work within fourteen (14) calendar days of the receipt of a recall notice.

Appointments, Promotions, and Transfers:

12.1 The Superintendent reserves the right to make all appointments, promotions and transfers.

12.2 Promotions within the bargaining unit shall be made from the ranks of qualified regular full-time employees on the basis of performance, training, experience, attitude, reliability, education, testing and assessment centers, and any other reasonable and customary factors. In the event both candidates are equal, seniority will prevail. The Superintendent's decision on promotions shall be final and binding and not subject to the grievance process.

12.3 Job posting shall include job specifications (where applicable), rate of pay, job location and also if it is a regular position.

12.4 The above procedure shall be followed in all promotions and transfers for full-time regular positions.

12.5 An employee who is selected for promotion or transfer to a position outside of the bargaining unit shall be placed in a probationary status not to exceed six (6) months. The employee shall, during this time, be periodically evaluated to determine if the employee is performing satisfactorily. If an employee is not found to be performing the higher level duties satisfactorily, then the employee shall be reduced in status to the same classification, pay

grade, and/or pay step as the employee had previously held prior to the promotion.

12.6 Employees shall be evaluated each year by their supervisor on or prior to their anniversary date of hire. In the event of good cause and with agreement between the Union and the Superintendent, an extension of 30 calendar days may be granted. This evaluation shall serve both as a "service rating" and as a departmental measure of the employee's job performance. The rating supervisor shall provide the employee with a copy of the evaluation and job description as soon as practicable after the evaluation has been completed. The rating supervisor and the employee shall then meet to discuss the evaluation. This shall be a mutually agreed upon time providing that the County shall not incur any overtime expenses and no later than two (2) weeks after completion.

12.7 Evaluations shall be done by a rating supervisor who has observed the employee for the previous six (6) months in a supervisory capacity. In the event this is not possible, the evaluator shall note and take into account the observation period. If available, the predecessor supervisor may assist the rating supervisor or conduct the evaluation. Upon receipt of the evaluation, the employee shall sign the evaluation indicating knowledge and receipt. The employee's signature on the evaluation shall not be construed as agreement with the contents of the evaluation.

12.8 Employees rated as unsatisfactory in any category shall have the reason explained to them in writing by the rating supervisor and a practicable means of improvement discussed. The employee's immediate supervisor shall then periodically review the employee's progress to ensure the employee is progressing towards a satisfactory performance level. Such periodic review shall occur no less than every thirty (30) days. Employees receiving unsatisfactory in any category may appeal to the next level supervisor for reconsideration. In the event the employee feels the matter is still unresolved, the employee may then appeal to the Commissioners. The Commissioners' decision shall then be final and an employee's rebuttal shall be attached to the evaluation form.

Non-Application of Seniority Rights within Classification: Seniority does not give employees any preference for particular types of work within their job classification, department, and places of work or equipment.

Probationary Period: The first six (6) months of employment shall be considered a trial period to permit the Superintendent to determine a new employee's fitness and adaptability for the work required. This probationary period may be extended by mutual agreement for up to an additional six (6) months. This article shall apply to all persons who are rehired after loss of seniority. During the initial probationary period, the probationary employee may be disciplined at the sole discretion of the Superintendent and neither the reason nor the discharge may be the subject of a grievance. When applicable, the Superintendent reserves the right to shorten the probationary period if the new employee has a significant amount of prior knowledge and experience for the job classification.

ARTICLE 13 NORMAL WORKWEEK AND WORKDAY

Except as provided elsewhere in this Agreement, the normal workweek for full-time employees shall consist of forty (40) hours per Departmental Calendar week and such additional time as may be required, from time to time, in the judgment of the Superintendent. The normal workweek shall consist of five (5) eight (8) hour workdays in a Departmental Calendar week.

All part-time works hours shall be determined by the Superintendent.

Permanent shift assignments shall be filed by seniority based bidding. The schedule shall be posted at least three weeks in advance. Notwithstanding, and in the event that significant safety concerns so warrant, the Superintendent may temporarily reallocate staff from one shift to another to ensure that an appropriate ratio of experienced and inexperienced staff are present to respond to such safety concerns. Unless extraordinary circumstances exist, no reassignment shall last longer than ten (10) consecutive work days. The Superintendent agrees to provide as much notice as possible of any

contemplated shift reassignment. To the extent possible, shift reassignments shall be accomplished on a voluntary basis.

Scheduled vacation days shall not be changed without the consent of the affected officer and shall not be changed for the purposes of alleviating overtime. Additionally, the "red ball" practice will remain in place and will continue to be utilized to call people in on other days off if staffing needs warrant.

The County shall provide meals free of charge to all employees at the Department of Corrections.

ARTICLE 14 DISCIPLINARY ACTIONS

14.1 Discipline: It is the responsibility of each employee to observe the policies and regulations of the Department and those contained herein and to conform their conduct while on the job so as to not violate such policies or regulations or bring discredit to the County government.

14.2 Superintendent's Responsibility: The Superintendent is responsible for the proper and efficient operation of the Department and for enforcing all policies and regulations. Supervisors are, with the approval of the Superintendent, authorized to impose such disciplinary measures for just cause.

14.3 Conduct Subject to Disciplinary Action: Unit employees may be disciplined, demoted, suspended, or discharged from employment for just cause, including but not limited to, the following:

(a) Stealing from the County, from a fellow employee, resident, inmate or visitor of the County facility, anyone under the care and/or custody of the County of Cheshire, 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;

(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

Cheshire or visitor of the County facility;

(c) Lying relative to any County business, or relative to any employment or personnel matter of the County or of any County employee or of any person doing business with the County;

(d) Insubordination to a supervisor or any other superior;

(e) Disorderly, immoral or indecent conduct on the job or on any County facility

(f) Failure to meet the 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 the 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.

14.4 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 exactly the same way in all cases;
- (c) Ensure that all disciplinary actions are supported by just cause; and
- (d) Use a procedure of progressive discipline including the following actions:
 - (i) Oral warning;
 - (ii) Written warning;
 - (iii) Suspension without pay;
 - (iv) Demotion (if applicable) and
 - (v) Dismissal.

The parties acknowledge that there may be cases that will warrant the by-passing of one or more of these progressive disciplinary steps.

14.5 Methodology: Disciplinary actions shall narrowly and specifically identify the alleged action or non-action for which the discipline is being given, and shall cite the particular contract provision or published rule or regulations which are 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.

14.6 All warnings shall be made within a reasonable time of the event being warned of (verbally), and the supervisor shall place a record of the warning in the employee's personnel file, and a copy shall be given to the employee.

14.7 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 an employee's personnel file may not be used for disciplinary purposes.

14.8 Confidentiality: Discipline shall be treated in a confidential manner, and employees shall not be knowingly reprimanded or otherwise disciplined in the

presence of, or within the hearing or sight range of inmates, other employees, or other persons not involved in the disciplinary process.

14.9 Suspension with Pay: The County may suspend an employee with pay during an investigation. 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 suspension.

14.10 Documentation of Personnel Actions. All personnel actions shall be in writing and such written documents shall be maintained in the subject employee's personnel file.

ARTICLE 15 OVERTIME

Covered employees who work in excess of 40 hours in any one (1) work week, including holiday hours taken on the actual holiday, shall be paid at the rate of time and one-half (1 ½) the employees regular hourly rate for such hours that exceed 40.

Employees may elect to receive compensatory time in lieu of payment of overtime. Employees may accrue up to 40.5 hours of compensatory time for 27 hours of actual time worked. If an employee has accrued more than the ceiling of 40.5 hours of compensatory time, such employee shall be paid any excess hours in the next designated pay period. For an employee whose scheduled hours do not exceed for (40), comp time will be tracked at straight time. Only hours above forty (40) will be calculated at time and a half.

A request for the use of accrued compensatory time shall follow the policies for vacation leave requests. Unused compensatory time above 16 hours as of the last pay period in January will be paid out in the first February check. Upon termination of employment for any reason, an employee shall be paid for unused compensatory time at their final regular rate of pay. Employees electing to use compensatory time must notify their supervisor prior to completion of payroll for the pay period during which the compensatory time is taken.

Anticipated shift openings (known at least 72 hours in advance) caused by vacations, staff shortages, extended illness or injury shall be initially offered on a first come first served voluntary basis. A sign up shift shall be posted listing available shifts. Employees that sign

up for a shift openings must cover that shift and cannot swap, gift, trade or otherwise assign that shift to another employee without the prior written approval of the Superintendent or designee. To the extent any open shifts (including unanticipated open shifts) are not filled on a voluntary basis, the shift shall be filled by use of the "Red Ball" policy/practice.

All "Red Ball" assignments on holidays shall be equitably assigned on a rotating basis. No employee shall be placed in "Red Ball" status during times when an employee has a previously scheduled vacation.

ARTICLE 16

WAGES

See Appendix A for wage ranges.

Wage increases will be as follows for the term of this contract:

16.1 Wage increases as follows:

Effective April 1, 2022, all employees shall receive a 4.0 % increase to base rate and in addition will also receive a 1.0% longevity increase on their anniversary date of hire.

16.2 Effective April 1, 2023, all employees shall receive a 2.5 % increase to base wage rate and in addition will also receive a 1.5% longevity increase on their anniversary date of hire.

16.3 Effective April 1, 2024, all employees shall receive a 2.5 % increase to base wage rate and in addition will also receive a 1.5% longevity increase on their anniversary date of hire.

In all years of the CBA, any employee reaching the max of their wage scale will receive the longevity paid out in a lump sum and not added to the base hourly rate of pay.

16.4 In addition to the hourly rates set forth in Appendix A, eligible employees shall receive the following shift differentials (shift differentials will also be paid on training days):

A. An employee who works two (2) or more consecutive hours between 3:00pm and 11:00pm shall be paid a shift differential of \$1.40 per hour for each hour worked during such times in addition to their base wage rate and any other applicable differential.

B. An employee who works two (2) or more consecutive hours between 11:00pm and 7:00am shall be paid a shift differential of \$1.50 per hour for each hour worked during such times in addition to their base wage rate and any other applicable differential.

C. An employee who works between 11:00pm Friday and 11:00pm Sunday will be paid a weekend differential of \$1.45 per hour for all such hours worked in addition to their base wage rate and any other applicable differential.

ARTICLE 17 HOLIDAYS

The following eleven (11) days will be recognized as holidays:

- New Year's Day – January 1st
- Martin Luther King/Civil Rights Day – Third Monday of January
- President's day – Third Monday of Feb
- Memorial Day – Last Monday of May Independence Day – July 4
- Labor Day – First Monday of September
- Columbus Day – 2nd Monday of October
- Veteran's Day – November 11th
- Thanksgiving Day – 4th Thursday of November
- Day after Thanksgiving
- Christmas Day – December 25th

Effective upon the execution of this Agreement, Juneteenth will be added as one of the days that an employee may elect to use as one of his/her eleven (11) holidays, or the employee may choose to bank that day and use it at a later time, including on the Day After Thanksgiving.

Employees whose standard work hours are 40 or more per week will be given eight (8) hours holiday time on each of the days listed as a holiday. Employees whose standard work hours are anything less than 40 hours per week will be given a pro-rata amount of time on each such day which is calculated by dividing their total hours per week by 5. For holidays that fall on a Sunday through Friday the leave time will be available for an employee to use on the day of the week on which it falls. When a holiday falls on a Saturday, the leave time will be available for the employee to use on the day before the holiday. Holiday pay will start with the 11:00 p.m. shift on the holiday eve and end at 11:00 p.m. on the day of the holiday. An employee who calls out on a holiday they are scheduled to work shall not receive holiday time for that day unless a doctor's note is provided or the employee can show an emergency situation required them to miss work.

Employees can request to be paid holiday time they are given at any time thereafter in the calendar year in which the holiday occurs or if no such request is made, the employee will retain their holiday time and can use it for time-off at another time during the same calendar year. Any holiday time remaining above the current calendar year's holiday accruals as of midnight on the last day of the pay period of January will be paid out by the second pay period in February at the employee's regular hourly rate. When a paid holiday occurs during an employee's vacation, he/she shall be paid holiday pay for that day instead of vacation pay. Staff who work on Thanksgiving, Christmas, and on New Year's will receive double their regular hourly rate of pay.

ARTICLE 18

VACATIONS

Employees will accrue vacation time based on each hour worked or paid as sick, vacation or holiday time to a maximum of 40 hours per week on an anniversary year basis as follows:

Completed years of Employment	Hourly Rate	Maximum Yearly Accrual
1-4	.0385	10 days
5-9	.0577	15 days
10-14	.0770	20 days
15-19	.0866	22.5 days
20+	.0962	25 days

Vacation time is paid on an employee's base wage rate, without inclusion of pay differentials or bonus pay of any kind.

The maximum vacation accrual an employee may have available at any time is one and one half (1 ½) times their annual vacation accrual. (e.g. an employee with 2 weeks of vacation accrual may carry forward into their next anniversary year up to 3 weeks of vacation accrual). Any vacation time in excess of the allowable carry forward amount will be forfeited.

When approving vacation and leave time requests, approvals will be limited to a maximum of two (2) employees per shift at a time.

All requests for vacation or leave time for less than one (1) day off, must be submitted within 72 hours of the time off requested. Vacations for more than one (1) day must be submitted four (4) weeks prior to the time off requested.

ARTICLE 19 SICK LEAVE

Sick leave may be used for any illness or injury of an employee or of their spouse, children, parent or significant other residing with the employee, which prevents the employee from being able to be at work and for any medical care related to such illness or injury. Sick leave can also be used to attend an appointment with a physician, dentist, therapist or other licensed medical care provider, but only for the time it takes to keep the appointment and return to work, unless the Employer agrees to allow the employee to take a full day off for good cause of both the Employer and the employee.

When an employee is being paid Worker's Compensation benefits by the Employer or its worker's compensation insurer to the extent this pay benefit received by the employee is less than the net pay the employee would have received based on the employee's base wage rate, without inclusion of differentials or bonus pay of any kind ("net base pay"), the

employee may use their available sick, vacation or holiday leave to bring their take home pay up to their net base pay after the Employer receives a benefit statement showing the amount of the weekly pay benefit the employee has/is received(ing).

An employee accrues sick leave at the rate of .0385 per hour of time worked up to a maximum 40 hours per week, which equals a maximum of ten (10) days of sick leave per anniversary year of employment. This leave has no cash value and is not paid on termination of employment.

Once an employee accumulates sixty (60) days of sick leave, subsequently accrued sick leave pay will be paid back annually to the employee, in November of each year, at the rate of one-half for each excess day accrued. Following this pay back the accrual will be reset to sixty (60) days.

Sick leave will not be paid for an unscheduled absence on the day of, the day preceding or the day following a vacation, holiday or holiday weekend unless the employee provides medical certification to the Employer that they had an illness or injury on that date that prevented them from working.

The Employer may require that an employee provide confirmation from the employee's health care provider of the employee's need for sick leave and/or certification that the employee is able to return to work and/or perform the duties of their job and if applicable that their illness is not contagious when:

- The employee is absent from work for three (3) or more consecutive days; or
- The employee is absent for five (5) or more illnesses, regardless of duration during six (6) consecutive months; or
- The employer has reason to believe the employee is misusing or abusing sick leave.

Employees are not eligible for sick leave with pay during the probationary period, when ill on non-work schedule days (e.g., regular days off, vacation, holiday, or other granted leave, with or without pay), or when failing to notify their Supervisor, of their intention to use Sick Leave within one (1) hour prior to the start of their shift.

An employee may not use accrued sick time within their last two weeks of their notice of termination from employment.

All unused sick leave will be forfeited upon termination with no compensation value.

ARTICLE 20
MILITARY LEAVE - ANNUAL TRAINING

The County will abide by all the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). Military leave will be granted to all regular employees (both full-time and part-time) who are eligible for military leave under federal law. Military leave may be granted for a period of four (4) years plus a one-year voluntary extension of active duty for a total of five (5) years, if this is at the request and for the convenience of the United States Government.

As with any leave of absence, employees shall provide military activation documentation as soon as practical.

A employee who is scheduled to work thirty (30) hours or more per week who is called to active duty for National Guard and/or Army Reserves shall receive the difference between their Guard or Reserve pay and their regular County base pay.

The Leave and Earnings Statement (L.E.S) will be used to determine if differential pay is required. The types of pay and allowances may include but are not limited to the following: Military Base Pay, Housing Allowance, Flight Pay, Submarine Duty Pay, Sea Pay, Combat Zone Pay, Family Separation Allowance and Dislocation Allowance. In order to make reimbursement, the employee will be required to provide their Leave and Earnings Statement for the time period eligible.

If an employee was a participant in the New Hampshire Retirement System and their Leave did not extend beyond (3) year's times, service credit at no cost to the employee may be requested. In order to do so, a written request should be sent along with a copy of the DD214 form to the New Hampshire Retirement System.

An employee's share of insurance premiums will be paid by the employee.

Vacation, sick and holiday time shall accrue during a leave of absence with pay for the period not to exceed thirty (30) days.

Upon return from military leave, employees will be reinstated with the same seniority, pay, status, and benefit rights that they would have had if they had worked continuously. Employees must return to work in accordance with the appropriate schedule as outlined by USERRA.

If employees are reservists in any branch of the Armed Forces or members of the National Guard, they will be granted time off for military training. Such time off will not be considered vacation time. However, employees may elect to have their reserve duty period be considered as vacation time to the extent they have such time available. For further information, contact Human Resources.

ARTICLE 21 BEREAVEMENT LEAVE

Employees shall be entitled to paid leave at their regular rate of pay without differentials for:

Up to five (5) workdays within fourteen (14) days immediately following the death of their spouse, partner in a legally recognized civil union between members of the same sex, child(ren), parent, or sibling.

Up to three (3) workdays within fourteen (14) days immediately following the death of their grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law or any close relative living in the employee's household at the time of or just prior to their death.

Up to two (2) working days within fourteen (14) days immediately following the death of their sister-in-law, brother-in-law, or grandparent-in-law.

One (1) working day within fourteen (14) days immediately following the death of their aunt, uncle, or first cousin.

If the interment of an individual listed in this section is to be at a later date an employee may hold one day of bereavement leave to be used to attend such services.

In the event the Employer is unable to verify an employee's entitlement to this leave, the employee shall be required to submit supporting documentation.

In the event a death covered by this section occurs during an employee's vacation leave the employee is entitled to request that applicable bereavement leave be substituted for vacation leave. An employee may not take both Bereavement leave and any other paid time off for the same day. An employee may use available leave to extend bereavement leave to the extent such use is permissible under the provisions of such leave. The employee must communicate their need for additional leave as provided in the leave policy, but any advanced notice requirement is waived for this purpose.

ARTICLE 22 RETIREMENT

The County agrees to continue its participation in the State's Retirement System as prescribed by statute for full-time regular employees covered by this agreement.

During the first six (6) months of this Contract, the County will gather information from the NHRS and the NHAC to determine the feasibility of shifting back into the State's Group 2 Retirement System. Once this information is gathered, the County will share it with all effected constituencies (County leadership, the Union, and the County Commissioners) and engage in a discussion with the Union about possible recommendations to the County Commissioners.

ARTICLE 23 HEALTH & DENTAL INSURANCE

Health & Dental Insurance:

The County shall make available to employees who are hired to work 30 or more hours per week Health and Dental coverage. Coverage is effective after a three-month period from the date of hire or from the date in which one becomes eligible for benefits.

The County shall offer four dependent option coverages to include a Single plan, Employee plan covering only Children, Employee/Spouse plan and a Family plan. Each plan is a shared responsibility for premiums between the County and the employee. Rates are determined annually during the open enrollment process in late November, early December of each year.

The Employee/Spouse and Family plans are available to an employee who has entered into a legally recognized marriage.

The employee's premium share shall be paid twice a month by payroll deduction on a pre-taxed basis.

For Health Insurance, the County shall be responsible for 84% of the premiums and the Employee shall be responsible for 16% of the premiums.

For Dental Insurance, the County and the Employee shall be responsible for the following percentage of premiums:

Dental	County	Employee
Single	60%	40%
Employee/Child(ren)	40%	60%
Employee/Spouse	37%	63%
Family	30%	70%

This health and dental insurance shall have an anniversary date of January 1. An employee that becomes benefit eligible for health and dental insurance during a benefit year must submit an application for insurance within thirty (30) calendar days of becoming benefit eligible. To the extent the employee has become eligible for insurance the insurance will go into effect three (3) months from the date they became benefit eligible. For example, insurance for an employee who becomes benefit eligible on February 5 and applies for health and dental insurance the insurance will be effective on May 5. Otherwise, an employee may only elect health or dental insurance during the Employer's open enrollment period for this insurance.

Enrolled employees must immediately report in writing any and all changes in marital/dependent status of any person on their insurance coverage under either of these

plans to the Benefits Coordinator. Any additions due to marriage, birth or adoption of a child or loss of other insurance coverage must be made within 30 calendar days of the qualifying event in order for any individual to be added at any time during the plan year other than during open enrollment. The effective date of any such addition will be retroactive to the date of the qualifying event. For any dependents that should be removed from the plan, the County reserve the right to recapture from the employee the cost of providing erroneous health insurance benefits due to an employee's failure to notify the Benefits Coordinator of such changes.

Upon termination of employment the effective cancellation date of the insurance will extend through the date for which premiums have been paid. After that COBRA rights shall apply.

While on an unpaid leave of absence, the employee must continue to pay their share of the premium payments, either in person or by mail to the County Finance Office. The employee's portion of the premium payments must be received by the Finance office by the first (1st) day of each month (i.e. coverage for the month of June is due June 1) If a payment is more than 30 days late, the employee's health/dental insurance coverage may be dropped for the duration of the leave. The employer will provide fifteen days notification prior to the employee's loss of coverage.

Opting Out Policy

Health Insurance Buyout "Opt Out" Option – Employees who are covered under another health insurance policy (other than a policy secured through a state of federal health insurance "Exchange") or who are covered by a family member under the County's health insurance can "opt out" of the health insurance the Employer offers and choose from the following benefits at no cost: dental insurance; \$40,000 worth of voluntary life insurance (employee coverage only) and/or a medical flexible spending account in an amount as set forth in the paragraphs below. A document showing current coverage under another health insurance policy is required to make this election.

In determining the amount of the medical flexible spending account, the employee portion of the cost of any other free benefits chosen will first be deducted from the total credits, of

1,800. Once the cost of the free benefits are deducted from the 1,800 in credits, any credits remaining will be multiplied by 25%, converted to a cash benefit and transferred to a medical flexible spending account in the name of the employee, which can be used by the employee or any eligible family member for the eligible expenses paid.

For any employee not choosing free dental or life insurance, the value of the medical flexible spending account would be \$450.00. ($1,800 \times 25\% = \450.00).

A third party will administer the medical flexible spending account.

It is agreed by the Parties to this Agreement that the Employer reserves and has the right to change insurers provided that the benefits, co-pays, out-of-pocket expenses, deductibles and percentage of premium payments as defined by the applicable insurance Plan remain the same for participants. The Employer agrees to consult with the Union before changing insurers.

For any proposed changes to benefits, co-pays, deductibles or out-of-pocket expenses to be paid by an employee under either of these plans ("benefits") the Employer will convene a joint labor/management committee of three (3) representatives of the Employer and three (3) members chosen by the Union. The joint labor/management committee shall explore and discuss the proposed options/changes and its impact on benefits co-pays, deductibles and out-of-pocket expenses. In the event the joint labor/management committee is unable to reach agreement on any changes in benefits, the Employer reserves the right to reopen the wages and health insurance provisions of this agreement provided this right is invoked no later than December 15th. Nothing herein shall be construed to prohibit the parties from reopening other provisions of this agreement as may be mutually agreed.

Any change in benefits, co-pays, deductibles and out-of-pocket expenses shall require negotiation and shall be subject to the contractual ratification process.

It is recognized and agreed that a change in the designation of a prescription as a generic, preferred or non-preferred drug under the health insurance coverage offered to employees may be changed at any time by the insurer and that any such change does not constitute a change in benefits, co-pays out-of-pocket expenses, or deductibles for the purposes of

the preceding paragraphs. The County will give the Union President a copy of any written notification it receives from the insurer of any change in a prescription's designation.

In addition, at any time either Party may convene the joint labor/management committee to explore and discuss any aspect of the health or dental insurance, including but not limited to changes in state or federal law or any aspect of coverage, benefits, co-pays, deductibles and out-of-pocket expenses.

ARTICLE 24 LIFE INSURANCE

For employees working 30 or more hours, \$10,000 free life insurance for the employee, with the option to purchase an additional coverage at the employee's expense.

ARTICLE 25 SHORT TERM DISABILITY

The County will provide at no expense to employees hired to work thirty (30) or more hours per week short-term disability insurance for a non-work related disability due to accidental bodily injury, pregnancy or illness. An employee may apply for short term disability benefits to begin on the fifteenth (15) day of the disability with a maximum benefit period of thirteen (13) weeks at 60% of the employee's base weekly pay without differentials or bonuses of any kind. Employees must; use accrued benefits to supplement their short-term disability compensation to a maximum of 100% of their base weekly pay without differentials or bonuses of any kind.

ARTICLE 26 EDUCATION ASSISTANCE

Tuition reimbursement for full time employees will be for expenses not covered by other scholarship programs and may include the cost of tuition, laboratory and registration fees up to a maximum of \$2700.00 per year. Tuition reimbursement for part time employees will be pro-rated based upon permanent scheduled hours. All reimbursements shall be subject to the prior approval of the County and the Human Resources Director. Courses must be related to the employee's present job or must contribute to the employee's development, relevant to the needs of the Employer.

As a condition of acceptance, the employee must remain employed by the County for a minimum of one year after completion of the course work or the employee shall, on a pro-rata basis reimburse the County out of their final paychecks. Example: Employee that works six (6) months after completion of the course work must reimburse the County as follows. $\$2700/12 \times 6 = \1350.00 .

ARTICLE 27
SEPARABILITY CLAUSE

If any Article of this Agreement or any application of any portion of any Article of this Agreement to any employee or group of employees is held to be contrary to law, then such Article or portion thereof shall be deemed invalid, but all other provisions of the Agreement shall continue in full force and effect.

ARTICLE 28
SHOP STEWARD

The County agree to recognize one (1) Shop Steward and two (2) Alternate Shop Stewards to cover in the Shop Steward's absence. The Shop Stewards shall be selected in a manner that one is selected from each of the three shifts. The shop stewards shall be allowed appropriate access to the workplace to process grievances and to engage in concerted activity. The stewards shall also be granted paid time to attend negotiations to the extent they occur during stewards' regularly scheduled work hours.

ARTICLE 29
UNPAID LEAVES OF ABSENCE

There may be an occasion when an employee is faced with circumstances and needs to request an unpaid leave of absence. Similarly, employees who have been employed for less than one year and do not meet the guidelines of FMLA may apply for an unpaid leave of absence.

The County Commissioners may grant an employee an unpaid Non-FMLA Leave of absence in accordance with this policy. The Commissioners decision whether or not to grant such leave will take into consideration the employee's length of service, work record, staffing needs and reason/length of requested leave. Employees may request such an unpaid leave of absence by submitting their request at least four (4) weeks prior to the

start date of the leave, describing the nature of the leave, the dates the employee expects to be away from work and the date the employee intends to return. If the leave is emergency in nature, the four-week requirement may be waived at the discretion of the Commissioners.

Generally such unpaid leave of absence shall not exceed eight (8) calendar weeks. A longer unpaid leave may be granted only when: (1) a return date is stipulated, and (2) it is determined that the grant of the additional unpaid leave will not be disruptive to county services, and (3) the extended unpaid leave will not result in the county absorbing additional expense, or (4) the leave is otherwise required by law. Requests for additional unpaid leave of absence should be requested through the County Human Resources Department.

Approval or denial of any unpaid leave of absence shall not be subject to the grievance and arbitration provisions.

ARTICLE 30 MISCELLANEOUS

30.1 Employees shall be reimbursed by the County for the reasonable cost for loss of or damage to eyeglasses up to \$150.00 per incident, which unquestionably occurs during the course of their official duties and as a result of a recognized work activity.

30.2 Any employee who is required to use the employee's private vehicle for business purposes, approved by the Superintendent and/or designee, shall be reimbursed at the I.R.S. Guideline rate paid to all other County employees per mile for all miles actually driven for County business purposes.

30.3 To receive reimbursement, employees must complete a Cheshire County Check Request Form and have it approved by your Elected Official/Department Manager before submitting it to the Finance Department for payment.

30.4 Layoffs shall occur by rank and classification with the least senior employee being laid off first. Employees laid off will remain on a recall list for the period of one (1) year and shall be recalled in reverse order of layoff.

30.5 When there is a change in the Department's standard operating procedures, a copy of the changed policy shall be posted prior to the effective date of the change.

ARTICLE 31
DURATION

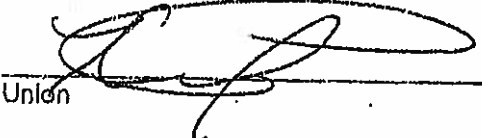
The provisions of this Agreement shall be effective when executed and shall continue and remain in full force and shall expire on midnight March 31, 2025. Renegotiation of this Agreement will be affected by written notification by one party to the other. The parties shall mutually agree upon a time and place for negotiations and shall commence negotiations within forty-five (45) days of receipt of said notice.

(me)

7/18/2022
Date


Cheshire County Commissioners

7-18-20
Date


Union

8-1-2022
Date


Jeffrey Padellaro, Secretary-Treasurer

2022 WAGE SCALE

4% COLA Effective April 1, 2022

8 COIII	Base Rate 22.14	Maximum 31.22
7 COII	Base Rate 19.33	Maximum 27.26
6 CO I	Base Rate 18.50	Maximum 26.09

2023 WAGE SCALE

2.5 % Effective April 1, 2023

8 COIII	Base Rate 22.69	Maximum 31.99
7 COII	Base Rate 19.81	Maximum 27.93
6 CO I	Base Rate 18.96	Maximum 26.73

2024 WAGE SCALE

2.5 % Effective April 1, 2024

8 COIII	Base Rate 23.26	Maximum 32.80
7 COII	Base Rate 20.31	Maximum 28.64
6 CO I	Base Rate 19.43	Maximum 27.40

