

Cheshire County Sheriff's Office

&

Teamsters Local Union No. 633
of
New Hampshire

April 1, 2022 – March 31, 2025

COLLECTIVE BARGAINING AGREEMENT

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The Sheriff of Cheshire County ("Sheriff") and Teamsters Local 633 of New Hampshire ("Union") hereby agree as follows:

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-0226-1 9/23/15), and amendments thereto, for all regular full-time and all regular part-time Corporals, Deputies and Dispatchers for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and terms and conditions of employment.

Excluded from this agreement are the positions of Sheriff, Captain, Lieutenants, Director of Communications and Dispatch Supervisor.

ARTICLE 2 - MANAGEMENT RIGHTS

A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the County and Sheriff retain all statutory, customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with, or in any way incidental to, its responsibility to manage the affairs of the County. The County shall have no obligation to negotiate with the Union any of the foregoing subjects or the exercise of its discretion pertaining thereto including, but not limited to, any matters which were or might have been raised in the course of collective bargaining but are not reflected in this Agreement. The rights of Employees and the Union are limited to those specifically set forth in this Agreement.

B. The exclusive prerogatives, functions and rights of the County shall include, but not be limited to, the following:

- To direct and supervise all operations, functions, and policies of the County in which Employees may be involved.
- To close or liquidate a department, division, office, branch operation, or facility or combination of facilities or to relocate, reorganize, or combine the work of departments, divisions, offices, branches, operations, or facilities for

budgetary reasons or for any other reasons.

- To determine the need for a reduction or an increase in the work force and the most feasible means of implementing such reduction or increase.
- To establish standards for hiring, classification, promotion, quality of work safety, materials, equipment, facilities, uniforms, and appearance; it is jointly recognized that the County must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written policies and procedures that are currently existing or that may be adopted in the future.
- To revise, replace, or discharge, wholly or in part, current methods, policies, procedures, materials, equipment, facilities, and standards.
- To assign and distribute work and to assign shifts, workdays, hours of work, and work locations.
- To promote, transfer, discipline, suspend, demote, or discharge an Employee.
- To determine the need for educational courses, training programs, on-the-job training" and cross-training, and to schedule Employees for such education and training.

C. 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.

D. Nothing in this Agreement shall be so construed as to limit or otherwise abrogate the rights of the Sheriff to command the office or to exercise any statutory rights set forth in New Hampshire RSA Chapter 104.

ARTICLE 3 - EMPLOYEE RIGHTS

A. 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.

B. No employee shall, as a condition of employment, be required to become a member of the Union. However, the CCSO shall make known prior or during

the hiring process that CCSO Dispatchers and Deputies 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 CCSO.

C. 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 - DUES CHECK OFF

After completion of an employee's probationary period, and upon individually written authorization form signed by the employee requesting union dues deductions the County agrees to deduct from the pay of the member the authorize dues and initiation fees for the Union membership and voluntary D.R.I.V.E. contributions, as certified to the to the County by Teamsters Local 633. Said deductions shall be made each pay period provided, however, that if an employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then and in that event, no collection of dues will be made for that pay period. The County will send the amount so deducted once a month, prior to the 20th of each month (for the prior month) in which the dues are deducted, to the Secretary-Treasurer, Teamsters Local 633 of NH, PO BOX 870, Manchester, NH 03105.

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 CCSO and the County agrees not to engage in any lockout.

ARTICLE 6 - WORK RULES & SEXUAL HARASSMENT

The Sheriff may prepare, issue and enforce work rules and safety regulations necessary for the safe, orderly and efficient operation of the CCSO. 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: Cheshire 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 the basis for employment decisions affecting the person who did the submitting or rejecting; or
- B. Submission to a request for sexual favors is made either explicitly or implicitly a condition of the individual's initial or continued employment; or
- 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.
- D. 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.
- E. 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. Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate written warning, suspension or discharge. Additionally, the Sheriff reserves the right to take disciplinary action in any manner or form consistent with the efficiency and safety of operations and appropriate to the infraction involved. Nothing herein shall be construed as to limit or otherwise abrogate the authority of the Sherriff as set forth in New Hampshire RSA Chapter 104.

Violation of any of these rules is justification for disciplinary action including discharge. As a minimum all employees are expected to adhere to rules which include but are not limited to all Cheshire County Sheriff's Office rules and regulations.

All suspensions 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) hours notice to the Office of the Sheriff 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.

ARTICLE 8 - GRIEVANCE PROCEDURE

A. 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.

B. 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.

C. 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 Sheriff and/or County fails to reply within the specified time limits.

D. An individual member of the bargaining unit may present an oral grievance to the Sheriff without the intervention of the exclusive representative. Until a grievance is reduced to writing, the Union shall be excluded from a hearing if the employee so requests, but any resolution of the grievance shall not be inconsistent with the terms of this agreement.

E. 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.

F. Steps in the Grievance Procedure:

Step 1: Any employee who has a grievance shall submit it first in writing on

the prescribed form, to the non-bargaining unit Supervisor or to the level at which the decision was made giving rise to the grievance. 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 time and place of the action being grieved; b) the 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 non-unit Supervisor 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 Captain or Communications Director (whichever applicable). All documentation presented at Step 1, along with the Step 1 decision shall accompany the appeal. The Captain or Communications Director (whichever applicable) 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 grievance is not resolved to the grievants' satisfaction at Step 2, a written appeal may be filed within seven (7) working days of the Step 2 decision, with the Sheriff. All documentation presented at the prior steps, along with the Step 2 decision shall accompany the appeal to the Sheriff. The Sheriff shall hold a hearing within seven (7) working days of receipt of the appeal from Step 2 and shall render a written decision within seven (7) working days thereafter.

Step 4: If the decision of the Sheriff 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 3 decision to arbitration (for the deputies) and to the County Commissioners for dispatchers (and any other covered personnel that are not governed by RSA Chapter 104). All documentation presented at the prior steps

shall accompany the appeal. The Commissioners shall, within ten (10) working days of receipt of such appeal, hold a hearing on the matter with a written decision within ten (10) working days following the hearing.

Step 4a: If the decision of the Commissioners does not resolve the grievance (dispatchers and any other covered personnel that are not governed by RSA Chapter 104), the Union shall have the sole right to appeal that decision and the matter shall be submitted to arbitration providing that the Union notifies the Commissioners of such request within seven (7) working days following the issuance of the Step 4 decision.

Extension of time for the filing, hearing or the rendering of decisions may be extended by mutual consent of the Sheriff 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.

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

A) 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 Sheriff, 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.

B) 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.

C) 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.

D) At the time of the arbitration hearing, 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.

E) 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.

F) The decision of the arbitrator shall be final and binding for Dispatchers and other covered personnel that are not governed by RSA Chapter 104. As to deputies, the decision of the arbitrator shall be transmitted to the Sheriff for consideration. The Sheriff shall thereafter render a decision, which shall be final and binding. The Sheriff shall not unreasonably reject the ruling of the arbitrator.

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. Should the Sheriff, for any reason, decide to reconsider the grievance for any reason at the Step 4 level, the Union shall be available for the proceedings. If agreed to by both parties, written briefs may be substituted for formal hearings at any step in the grievance process.

ARTICLE 9 - SAFETY AND HEALTH

The Sheriff shall have the right to make regulations governing the safety and health of its employees during their hours of employment. Employees shall comply with all safety rules and regulations established by the Sheriff. Representatives of the Sheriff 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 10- 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 CCSO in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified below.

Ability to Perform Work: Ability to perform the job or work as used in this article means the employee is capable of performing the work of the job in a satisfactory manner subject to concurrence by the Sheriff.

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 report for work in accordance with the provisions of a recall notice.
- D) Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident after the exhaustion of accrued sick leave.
- E) 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 in a satisfactory manner. 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 twelve (12) months.

Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the Sheriff within three (3) business days after receiving notice of recall of the employee's intention to return to work. The Sheriff 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 Sheriff with the employee's latest mailing address. In any event, the employee must return to work within ten (10) calendar days of the receipt of a recall notice.

Application of Seniority (Dispatchers shift pick): With respect to picking shifts, Dispatchers shall pick shifts by full time seniority.

Appointments, Promotions, and Transfers:

A. The Sheriff reserves the right to make all appointments, promotions and transfers.

B. Jobs to be filled through appointments, promotion or transfer shall be posted on department bulletin boards in which the vacancy occurs for a period of five (5) working days (excluding weekends and holidays).

C. 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 factors as determined by the Sheriff. In the event both candidates are equal, seniority will prevail. The Sheriff's decision on promotions shall be final and binding and not subject to the grievance process.

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

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

F. An employee who is selected for promotion or transfer to a higher level position 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 for as long as the position remains vacant.

G. 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 Sheriff, 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 reviewed by the Sheriff. The rating supervisor and the employee shall then meet to discuss the evaluation. This shall be a mutually agreed upon time providing that the CCSO shall not incur any overtime expenses and no later than two (2) weeks after review by the Sheriff.

H. 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.

I. 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. 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 Sheriff. The Sheriff's decision shall then be final and an employee's appeal shall be noted on 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 (12) twelve months of employment shall be considered a trial period to permit the Sheriff to determine a new employee's fitness and adaptability for the work required. 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 Sheriff and neither the reason nor the discharge may be the subject of a grievance. When applicable, the Sheriff 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 11 - NORMAL WORKWEEK AND WORKDAY

Except as provided elsewhere in this Agreement, the normal workweek for full-time Deputies 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 Sheriff to serve the residents of the County. 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 Sheriff.

To maintain part-time regular employment status, part-time Deputies must accept the CCSO's available work hours.

All shift hours shall be determined by the Sheriff or designee and will be posted at least 2 weeks in advance. Notwithstanding, the Sheriff may change the shift hours without notice in the case of an event of critical need or emergency.

Except as provided elsewhere in this Agreement, the normal workweek for full-time Dispatchers 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 Sheriff to serve the residents of the County. The normal workweek for dispatchers shall consist of four (4) ten (10) hour workdays in a Department Calendar week, with the exception of one weekly five (5) eight (8) hour work schedule. To maintain part-time regular employment status, part-time Dispatchers must accept the CCSO's available work hours.

Employees shall be allowed two (2) ten minute breaks and one half (1/2) hour lunch daily. Dispatchers shall be allowed to leave their desks to eat and take breaks. Dispatchers shall not leave the premises for lunch or break without approval of their supervisor.

The County shall provide meals free of charge to all employees in Westmoreland and at the Department of Corrections. The County shall continue to allow covered employees to obtain free meals at those county facilities where such meals are served provided the employee is present at such facility in the ordinary course of duty at the time such meals are served.

Dispatch shifts shall be rebid annually no later than February 1st and shall begin no later than April 1st.

ARTICLE 12 - OVERTIME

Deputies time worked in excess of 40 hours in any one (1) work week, including vacation, holiday and sick leave, shall be paid at the rate of time and one-half (1 ½) the employees regular hourly rate.

Dispatch time worked in excess of 40 hours in any one (1) work week, including holiday time taken off on the actual holiday, shall be paid at the rate of time and one-half (1 1/2) the employees regular hourly rate. 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.

Scheduled overtime will be filled by a supervisor using an overtime list. The Supervisor filling the shift will make every possible attempt at filling the overtime on a voluntary basis using an overtime list. If unable to fill the shift an ordered overtime list will be used. All employees scheduled to work 30 plus hours are subject to ordering. Employees collecting a pension from the NH Retirement System shall track hours worked to ensure they do not exceed the allowable hours worked per the New Hampshire Retirement System. An Employee collecting a pension may be subject to ordering if the ordering will not result in the employee exceeding the allowable hours worked per the New Hampshire Retirement System.

A non-scheduled overtime, such as sick call, will be filled by the on duty dispatcher extending his/her shift, not to exceed 5 hours, and the following shift reporting to work earlier, not to exceed 5 hours. The ten hour shift will be split in half. The dispatcher receiving the sick or emergency notification will fill the shift as needed and notify the supervisor.

Court Duty: Deputies shall schedule and attend court while on duty. If the court appearance falls on scheduled time off, vacation, personal day, etc. the deputy shall notify the prosecutor upon being noticed of the court proceeding. The supervisor shall have the authority to modify his/her schedule to eliminate overtime. Deputies shall make every reasonable effort to schedule time off in a manner that does not conflict with any existing court scheduled proceeding in which they are expected to be a witness or party. All employees shall sign in as a witness at the court and all witness fees turned over to the County. Employees shall receive a three (3) hour minimum. Any compensatory time granted shall be evidenced by the signature of the employee's immediate supervisor.

Due to the allowable flexibility with the scheduling of Deputies, adjustments and/or changes to the schedule can be made by management with at least two (2) weeks' notice. The Sheriff or designee shall have the right to adjust and/or change the department schedule as necessary to manage overtime with two weeks prior notice. Such temporary changes shall remain in effect for no more than thirty (30) calendar days, and such changes shall occur only one (1) time per calendar year per employee. Nothing herein shall be construed to prohibit a change in the department schedule longer than thirty (30) calendar days with the approval of the employees whose schedules have been changed.

The ordered overtime list shall be posted.

Timesheets shall be processed in 80 hour blocks. Unless otherwise authorized by the Sheriff, and to the extent employees wish to swap shifts, all hours must be accounted for within the same pay period.

ARTICLE 13 - STAND BY, CALL-BACK PAY & HOLD OVER TIME

Effective upon ratification, regular full-time and part-time Deputies, who are required to be on call after the conclusion of their regular work day or during their scheduled day off, shall be paid \$25.00 per day for Monday through Friday and \$50.00 per day for Saturday, Sunday and holidays. Notwithstanding, Thanksgiving, Christmas and New Year's Day shall be paid at \$65.00 per day.

Any call in is at a minimum of 3 hours. Staff meetings will not be considered a call in/call back and would not be eligible for the 3 hour minimum.

If called in within 3 hours of the normal start of the shift, the shift will commence as of the time of the call in. The Sheriff will determine if the Deputy needs to stay past the 8 hours.

After leaving the site of a call-in, if a second call comes in within the original 3 hours window, the Deputy will not receive a second 3 hour minimum reporting pay but will be compensated for actual time spent past the 3 hours minimum.

Employees required to be on call must maintain residence within 1.5 miles from the Cheshire County line and live within the State of NH.

On call hours worked by part time employees shall not be counted towards a part time employee's scheduled hours. The expectation is that employees will track these hours toward cap imposed by NHRS.

ARTICLE 14- OUTSIDE WORK DETAILS

Deputies assigned to outside work details shall be paid at a rate of fifty-five dollars (\$55.00) per hour. Outside work details shall be subject to three (3) hour minimum.

Compensation resulting from outside work details shall be paid to the Deputy in the next pay period following said service. In addition to the base rates noted above, the County shall charge an additional sum to offset administrative charges incurred by the County included, but not limited to: worker's compensation, retirement, unemployment, etc.

All details shall be offered to county employees on a fair and equitable (rotating) basis. Seniority shall determine initial placement on the list. After each detail, the employee's name who covered the last detail shall go to the bottom of the list.

Deputies electing to work outside details may not accept subsequent details, which would conflict in terms of time with the originally selected detail.

The hours worked during outside work details shall not be considered as time worked and therefore not considered when calculating overtime.

ARTICLE 15 -WAGES

See Appendix A for wage schedule breakdown

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

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

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

C.) Effective April 1, 2024, all employees shall receive a 2.5 % increase to the base 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.

Shift Differentials –

Shift Differential and Weekend Differentials - Increase each by .10/hr.

ARTICLE 16 - 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.

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.

ARTICLE 17- 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, rounded up to the next whole day not to exceed

1 ½ times a 4 week 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). But, no employee may accrue or carry forward more than 7.5 – weeks of vacation during any calendar year. Any vacation time in excess of the allowable carry forward amount will be forfeited.

Compensatory Time, Vacation and or deferred Holiday time scheduled on Thanksgiving, Christmas and/or New Year's Day will not be granted unless employee has secured their own coverage, with the Supervisor's approval.

When approving vacation and leave time requests, approvals will be limited to a maximum of two (2) dispatchers at a time, and others at the discretion of the Sheriff or the Sheriff's designee.

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 within ten (10) days of the time off requested.

ARTICLE 18- 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.

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 first six (6) months of their 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. Notwithstanding the foregoing, Dispatchers shall notify the County at least 90 minutes in advance of the start of their shift of any sick leave absence.

For the purposes of sick calls in Dispatch, the call out will be covered by the on duty dispatcher for the first half of the shift and by the relieving dispatcher for the second half of the 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 19- MILITARY LEAVE- ANNUAL TRAINING

Cheshire 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.

An 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 for the duration of the above-mentioned National Guard and/or Army Reserve time period.

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 20 - 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, siblings, and significant others living in the employee's household (demonstrated to the satisfaction of management).

Up to three (3) workdays within fourteen (14) days immediately following the death of their sibling, 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.

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

If the internment 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 21 - RETIREMENT

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

ARTICLE 22 - HEALTH & DENTAL INSURANCE

Health & Dental Insurance:

Cheshire County makes available to employees who are hired to work 30 or more hours per week Health and Dental coverage. Coverage is effective after sixty (60) days from the date of hire.

The County offers 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 each pay period 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 reserves 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 or who are covered by a family member under Cheshire County's health insurance can "opt out" of the health insurance the Employer offers and choose from the following benefits a not 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 Shop Steward 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 23 – LIFE INSURANCE

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

ARTICLE 24 – SHORT TERM DISABILITY

Cheshire 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 25 - 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 prorated based upon permanent scheduled hours. All reimbursements shall be subject to the prior

approval of the Sheriff 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 26 - UNIFORM ALLOWANCE

With the exception of footwear of which the County shall provide up to \$100.00 every other year, all deputies will be provided with replacement of any issued uniform items that are damaged, destroyed or are otherwise unusable to the extent moneys are budgeted for such purpose. Dispatchers shall receive up to three (3) new shirts per year at the discretion of their immediate supervisor. The County will budget \$1000 per year for dry cleaning deputy uniforms (average \$100/deputy).

ARTICLE 27 - TRAINING

Training for Deputies covered by this Agreement is to be determined by mandate of State Statutes, the New Hampshire Police Standards and Training Council and the Sheriff as deemed in the best interests of the Deputies and the CCSO.

Training for Dispatchers covered by this Agreement is to be determined by mandate of the NH Department of Safety and the Sheriff as deemed in the best interests the CCSO.

Field Training and Communications Training Officers will give a stipend of \$2.00 an hour while performing said function.

ARTICLE 28 - INCENTIVE PROGRAM

A physical fitness test will be administered twice a calendar year for any Deputies who wish to be eligible for a cash incentive. The test is based upon the requirements of completion of the NH Police Standards and Training Certification Program. All events must be passed at the minimum scores based upon the 35th percentile based upon the respective age groups. Physical Fitness tests will be administered twice per year, the first test no later than June 30th and the second test no later than November 15th. Deputies may take both PT Tests. If a deputy passes either yearly PT test he/she shall receive \$150.00 and \$300.00 if he/she passes both yearly tests. This bonus will be paid out the second pay period in December of each year.

Employee's who do not miss any scheduled work time for illness of themselves or a family member, or for any reason during a quarter of the calendar year (Jan-March, April -June, July-Sept. and Oct. - Dec.) will be paid a perfect attendance bonus of four (4) hours of bonus pay at the employee's base rate of pay, not including differentials or bonus pay of any kind. This bonus will be prorated for employees who have been hired to work less than 40 hours/week.

The following criteria defines "Perfect Attendance": In order to achieve perfect attendance an eligible employee will not have used any accrued sick time, been absent due to illness that has caused the individual to miss any part of their scheduled work day or has missed any part of their scheduled workweek for any reason that was not planned in advance.

Approved time off that shall not count against ones ability to receive the bonus include, scheduled vacation time and holidays. Furthermore, if an employee must take time off or arrive late to work in order to keep an appointment with a physician, dentist or therapist and is able to make up the time within the same scheduled workweek, the individual would still be eligible for the bonus.

Employees who have successfully completed their probationary period shall be entitled to a perfect attendance bonus. The bonus shall be paid the first quarter after the probation period has ended and will be for the time accumulated during the probation period.

ARTICLE 29- SEPARABILITY

In the event any provision of this agreement, in whole or in part by any Court, is declared illegal, void, or invalid competent jurisdiction, or by any administrative agency

having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event this Agreement shall continue to be binding upon the parties herein.

In the event that any part of this Agreement is found to be illegal, void or invalid, the parties agree to reconvene for the purpose of renegotiating the defective language.

ARTICLE 30 - SHOP STEWARD

The CCSO agrees to recognize One Shop Steward and one Alternate Shop Steward to cover in the Shop Steward's absence. The shop steward shall be allowed appropriate access to the workplace to process grievances and to engage in concerted activity. The steward shall also be granted paid time to attend negotiations to the extent they occur during steward's regularly scheduled work hours. The County agrees to grant up to two employees the necessary unpaid time off from work to attend one labor convention or training, without discrimination or loss of seniority rights, provided the County receives notice in accordance with Article 17.

ARTICLE 31 - COMPLETE AGREEMENT

A. This Agreement constitutes the entire Agreement and final resolution of all matters in dispute between the Sheriff 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.

B. The parties acknowledge that during the negotiations which resulted in the 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement 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 specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this

Agreement was negotiated or signed. The parties may, however, voluntarily agree to bargain collectively on any subject at any time.

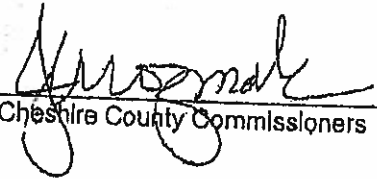
C. This Agreement contains all of the agreements and understandings between the parties and supersedes all previous agreements and understandings, and no oral agreement or understanding survives the execution hereof.

ARTICLE 32 - DURATION

This Agreement shall be in effect as of April 1, 2022, and expire and terminate at midnight, March 31, 2025. If either party wishes to enter negotiations for a successor to this Agreement, written notice shall be delivered or postmarked at least one hundred and twenty (120) days prior to Cheshire County's Budget Submission Date.

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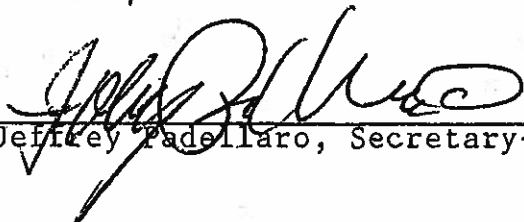
7/18/2022
Date


Cheshire County Commissioners

7-18-22
Date


Teamsters Local Union No. 833

8-1-2022
Date


Jeffrey Padellaro, Secretary-Treasurer

APPENDIX A

2022 WAGE SCALE

4% COLA effective April 1, 2022

Track 3 5(+) Master Deputy (9T)	Base Rate 22.80	Maximum 32.15
Track 2 Certified Deputies (8T)	Base Rate 22.14	Maximum 31.22
Track 1 Dispatcher Dep Trainee (4M)	Base Rate 21.61	Maximum 30.47

2023 WAGE SCALE

2.5% COLA effective April 1, 2023

Track 3 5(+) Master Deputy (9T)	Base Rate 23.37	Maximum 32.95
Track 2 Certified Deputies (8T)	Base Rate 22.69	Maximum 31.99
Track 1 Dispatcher Dep Trainee (4M)	Base Rate 22.15	Maximum 31.23

2024 WAGE SCALE

2.5% COLA effective April 1, 2024

Track 3 5(+) Master Deputy (9T)	Base Rate 23.95	Maximum 33.77
Track 2 Certified Deputies (8T)	Base Rate 23.26	Maximum 32.80
Track 1 Dispatcher Dep Trainee (4M)	Base Rate 22.70	Maximum 32.01