

**Agreement Between**  
**Hillsborough County Sheriff**  
**and**  
**Hillsborough County Sheriffs Office**

**Local #3657 American Federation of State County and Municipal Employees AFL/CTO**

**Expires June 30, 2010**

## SHERIFF'S OFFICE CBA

The Sheriff of Hillsborough County, State of New Hampshire, hereinafter referred to as the "Sheriff," and Local 3657 of the American Federation of State, County and Municipal Employees, AFL/CIO, hereinafter referred to as the "Union," hereby agrees as follows:

### **ARTICLE I** **Recognition**

- 1.1 The Sheriff hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of NH RSA 273-A for all full-time employees and regular permanent part-time employees as defined in 1.3 below of the Hillsborough County Sheriff's Office in the following positions:

Clerk Typist I, Clerk Typist II, Secretary I, Permanent Part-time Deputy Sheriff, Secretary II, Account Clerk I, , Certified Deputy Sheriff, Telecommunications Specialist, Data Processing Clerk, and Lead Dispatcher/Computer & NCIC Technician.

- 1.2 Excluded from recognition or coverage under this agreement are all employees of the Hillsborough County Sheriff's Office that are not within the job classifications set forth in the preceding sentence, part-time employees that do not meet the requirements of 1.3 of this Article, students, seasonal or casual employees and any management or supervisory employees of said Sheriff's Office who have the authority to either hire, promote, discharge, discipline, direct the work force or effectively recommend same. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those full-time and permanent part-time employees as defined in 1.3 of the Hillsborough County Sheriff's Office who work within the job classifications set forth in the first sentence of this Section.
- 1.3 For the purpose of this Agreement, regular permanent part-time employees shall be only those employees who, as of January 1 of each year, have worked during the preceding year on a regular and permanent basis and have worked at least 1,200 hours of the entire year immediately preceding January 1.
- 1.4 If a regular permanent part-time employee has finished his or her probationary period, as defined in Article II, as of January 1, but has not been employed by the Office for an entire year, then whether or not such employee shall be considered a regular permanent part-time employee and covered by this contract shall be determined as follows: If such employee has averaged twenty three (23) hours of work or more each week for their period of employment prior to January 1, which average shall be determined by dividing the total number of hours worked during such period by the number of weeks employed by the Office, then such employees shall be considered a regular permanent part-time employee and covered by this agreement. If such employee has not averaged twenty three (23) hours a week during his or her period of employment, then he or she shall not be considered a regular permanent part-time employee and shall not be covered by this contract.
- 1.5 If a regular part-time employee has not finished his or her probationary period as of January 1, then such employee shall not be eligible for coverage under this Agreement

until January 1 of the next year.

- 1.6 All part-time employees who have worked the necessary number of hours to be considered regular permanent part-time employees as defined above shall be covered by the terms of this Agreement as of January 1.
- 1.7 It is specifically agreed by the parties hereto that any rights, duties, or authority existing by virtue of the NH Revised Statutes Annotated or other law, including, but not limited to, Revised Statutes Annotated Chapter 104, shall in no way be abridged or limited by any of the provisions of this Agreement.
- 1.8 Any employee who is in the bargaining unit and is not a member of the Union, or is not a member in good standing, but wishes to have the Union represent them in grievances, shall assume full financial responsibilities as to the actual costs of processing said grievances, with payment made in advance of services being rendered.
- 1.9 Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the County harmless in any such dispute.

## **ARTICLE II**

### **Probationary Period**

- 2.1 Employees in the job classifications set forth in Section 1.1 shall serve a probationary period of one hundred twenty (120) days of actual work (absences shall not be counted) during which time they will be termed "probationary employees."
- 2.1a Deputy probationary employees shall be probationary until they have completed the Police Standards and Training Academy.
- 1) If the probationary deputy attends the Police Standards and Training Academy within the first three months of hire, his probationary period shall be six months from the Completion of the Police Standards and Training Academy.
  - 2) If a probationary deputy does not attend the Police Standards and Training Academy within the first three months of hire, the deputy's probationary period shall be six (6) months from the completion of the Police Standards and Training Academy.
  - 3) In no event shall a deputy's probationary period extend beyond one year from the date of hire.
  - 4) If a probationary deputy fails to attend the Police Standards and Training Academy within one year of hiring, he/she will revert to a part-time status. Such status change from full-time to part-time shall not diminish the number of full-time positions.
- 2.2 Probationary employees' service with the Office may be suspended or terminated for any reason and at any time by the Office in its sole discretion and neither the employee so suspended or terminated nor the Union shall have recourse to the grievance procedure concerning any such suspension or termination.
- 2.3 During the probationary period, an employee shall not be covered by this Agreement or eligible for employee benefits. After an employee has served his probationary period of

employment, he or she shall become a regular full-time employee or regular permanent part-time employee, as defined in Article I, Section 1.3, of this Agreement, entitled "recognition," and his or her period of employment shall be computed from the original date of hire by the Office.

### **ARTICLE III**

#### **Interference with County Operations and Lockouts Prohibited**

- 3.1 The Union and the County agree that they both desire uninterrupted service. Therefore, in consideration of this Agreement, the Union, its officers, and agents agree that they will not authorize, sanction, or condone a strike, stoppage, work slowdown, boycott or any other action interfering with or designed to interfere with the work or the operations of the Sheriff's Office during the term of this Agreement, and the County agrees that it will not engage in any lockout during the term of this Agreement.
- 3.2 Both parties agree they will immediately disallow any such activity and shall take all reasonable means to induce such employee or group of employees to terminate such activity forthwith, including, but limited to, such action as may be available pursuant to NH RSA 273-A: 13, which same action will be available although RSA 273-A: 13 may be amended during the term of this Agreement.

### **ARTICLE IV**

#### **Dues & Deductions**

- 4.1 Upon individual written authorization by a Union member covered by this contract and approved by the Union president, the Sheriff, through his designated agents, agree to deduct from the pay of each Union member so authorized the current Union dues as certified to the Sheriff by the Treasurer of the Union. Said deductions shall be made each pay period, provided, however, that if any employee has no check coming to him or her or the check is not large enough to satisfy the deduction, then and in that event no collection will be made from said employee for that pay period.

The Sheriff or his designated agent shall send the amount so deducted at least one time per month to the Treasurer of the Union. In no case shall the Sheriff attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union or the Sheriff over the matter of deductions, the Union agrees to defend and hold the Sheriff harmless in any such dispute.

- 4.2 When an employee has signed a dues deduction authorization card, he or she shall continue dues deductions until July 1st. Upon written request by said employee, dues deduction shall be stopped.

The Union shall post by June 1st of each year in a conspicuous location, notification that the window period for stopping dues deduction will be open from June 15-30.

- 4.3 Payroll periods may provide for either weekly or bi-weekly paychecks. The Business Office, at the direction of the Sheriff and Commissioners, shall determine the frequency thereof.

**Article V**  
**Hours of Work and Overtime**

- 5.1 The normal work week shall be forty (40) hours of actual work per week and the normal work day shall be eight (8) consecutive hours or work per day in any one day, provided however, that nothing in this provision shall in any way limit or restrict the right or ability of the Sheriff to in any way change the starting and dismissal times for any employee or group of employees.
- 5.2 Authorized time worked in excess of eight (8) consecutive hours in one day or authorized time worked in excess of forty (40) hours in one work week shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay, provided, however, that in determining whether an employee is entitled to compensation at the overtime rate for authorized hours worked in excess of forty (40) hours in one regular week, any time worked in excess of eight (8) hours during a single work day shall not be counted. The overtime premium or rate shall not be pyramided, compounded, added together or paid twice for the same time worked. Absences for any reason other than an absence because of a paid holiday by those employees whose normal work week is fixed at Monday through Friday shall not be counted as hours or days worked in determining whether or not an employee is entitled to compensation at that overtime rate.
- 5.3 It shall be the duty of all able-bodied employees to make themselves available during the course of emergencies.
- 5.4 Employees covered by this contract who are required to attend court, shall receive their regular rate of pay for such time spent. Any funds received by the employee from said court will be immediately turned over to the Sheriff and or agent.
- 5.5 An employee covered by this Agreement who has left his normal place of work for his residence and is called back for a specific task or job function work shall be guaranteed a minimum of two (2) hours work at time and one-half the employee's regular hourly rate of pay. Should the task or function be completed prior to the two (2)-hour minimum, the employee shall be released without reduction to the minimum.
- 5.6 Any Deputy Sheriff designated by the Sheriff as a Bailiff shall be covered by the provisions of NH RSA 104:3 and 27, this article notwithstanding.
- 5.7 Part time deputy sheriffs shall not perform bailiff duties on the same day they are scheduled to act as a deputy sheriff. Employees assigned to bailiff duties shall perform said duties on a per diem basis (00:00 hours to 24:00). Upon emergencies declared by the Sheriff this section shall be deemed void.
- 5.8 The Sheriff will give on-duty full-time deputies the first opportunity to fill partial shift openings.
- 5.9 The Sheriff will maintain the right to fill full shifts with part-time deputies.
- 5.10 Employees have the option of requesting compensatory time or overtime pay when an overtime opportunity arises. Compensatory time requires the pre-approval of the employee's immediate supervisor for accrual and usage.

**ARTICLE VI**  
**Seniority**

6.1 There shall be two types of seniority:

a) Office seniority, which shall be determined by an employee's total time of continuous employment with the Hillsborough County Sheriff's Office.

b) Job seniority, which shall be determined by an employee's continuous length of service in a specific job classification.

Probationary employees shall not be covered by this Article until they have completed their probationary period as defined in Article II and have become either permanent full-time or permanent part-time employees at which time their seniority shall be computed from their date of original hire by the Office.

6.2 Office seniority for permanent full-time employees shall be used for the purpose of selection of vacations from the vacation schedule as set forth in Article IX, entitled "Vacations".

6.3 Preference shall be given to employees in the order of their job seniority:

a) To work opportunities in the event of layoff or reduction of personnel within their job classifications of five (5) working days or less, provided, however, that any such layoff or reduction of personnel must be for at least one full work day, and

b) In recall to work after layoff or reduction of personnel within their job classifications of five (5) working days or less, such layoff or reduction of personnel must be for at least one full work day, and

c) In recall to work after layoff or reduction of personnel within their job classification of five (5) working days or less,

d) Provided, however, that any such seniority rights shall prevail in cases of layoff and recall only where any employee's ability, experience, training and work record are, in the reasonable opinion of the Sheriff equal with other employees in the job classification affected and the employee is able to fill any such work opportunity and return to work.

6.4 In the event of layoff or reduction in the work force for at least one full work day, probationary employees in the job classifications affected will be laid off first. Next, employees with the least job seniority will be laid off according to their job seniority within the affected job classification pursuant to the provisions of Section 3 or this Article.

6.5 In the event of a layoff or reduction of work force in any job classification of more than five (5) work days, employees shall be laid off from that classification and assigned to the next lower job for which, in the Sheriff's reasonable opinion they have the necessary ability, experience, and training provided, however, that they shall not be assigned to any such lower job unless they have longer Office seniority than other employees in the lower job classification. In the event an employee is assigned to work in a lower job classification pursuant to the provisions of this Section, said employee shall be compensated at the wage rate assigned to that lower job classification. Displaced employees in the lower job classification shall have the same rights of reassignment to

other lower job classifications as set forth in this Section 6.5.

- 6.6 Upon receiving a promotion, an employee's name shall be entered at the bottom of the seniority list for that job classification to which he has been promoted, regardless of his Office seniority, and he or she shall be considered to the junior or youngest employee in that job, regardless of Office seniority of other employees already in that job, until such time as subsequent promotions are made to this job. New promotions shall be entered at the bottom of the particular job seniority list concerned.
- 6.7 In the event of a recall to work after layoff or reduction in Office personnel, notice of recall shall be sent to the laid off employee's last known address as shown on the Office's records.

The recall notice shall state the time and date on which the employee is to return back to work. A recalled employee shall be given at least seven (7) calendar days' notice to report to work. In the event a recall is necessary on less than seven (7) calendar days' notice, the Office shall call upon the laid off employee in the order of their seniority. In accordance with the provisions set forth above either personally or by telephone until an employee who is able to return to work immediately is located. In such case, the employee is able to return to work immediately will be given a temporary assignment not to exceed seven (7) calendar days and employees who are otherwise qualified to perform the work but were passed over because of their inability to return to work immediately will be given notice to report to work at the end of said seven (7) calendar day period. Qualified employees who have been given notice to report to work must, unless confined due to proven illness or injury, make themselves available for such work assignment no later than said seven (7) calendar day period after the notice has been given or they shall retain his seniority status and shall be entitled to another notice of recall.

- 6.8 An employee's seniority shall be lost for, but not limited to, the following reasons:
- a) Discharge
  - b) Voluntary quit, resignation or retirement.
  - c) Failure to respond to a notice of recall, as specified in Section 6.7 of this Article.
  - d) Remaining of layoff for more than twelve (12) months' work without advising the Office and giving reasons satisfactory to the Sheriff reason for the leave of absence.
  - (e) Illness or injury resulting in inability to perform his or her regular work with the Office, which lasts longer than twelve (12) months, except as otherwise agreed mutually between the parties.
- 6.9 An employee who is hired for only a limited period of time to fill a vacant permanent full-time employee's or permanent part-time employee's position for a limited duration, not exceeding one (1) year, shall not be entitled to the terms of this Agreement until such employee has served in this position for the appropriate probation period. Upon the return of the regular employee to his or her position, the employee who has been

filling this position shall lose all rights granted under this agreement.

- 6.10 The Office shall establish separate seniority lists for regular full-time employees and regular part-time employees, as defined in Article I, Section 1.3, entitled "Recognition", as of January 1 of each year. any objection to the seniority lists as established must be reported to the Sheriff within fifteen (15) days from the date the list is posted or will stand approved and be final.
- 6.11 It is specifically agreed that in the event any of the provisions of this Article conflict with any ordinance or other law or regulation, then any such provision of this Article or application thereof will not be deemed valid and subsisting and any such ordinance, law or regulation shall supersede the provisions of this Article. In the event on any such conflict, all other provisions of this Agreement and applications thereof will continue in full force and effect.
- 6.12 Any employee who is a Certified Deputy Sheriff/or Special Deputy Sheriff shall be covered by the provisions of NII RSA 104:3 and 27, this article notwithstanding.

#### **ARTICLE VII** **Promotions and Transfers**

- 7.1 If a permanent job opening or permanent vacancy occurs in a job classification set forth in Article I attached hereto and covered by this Agreement, and the Office determines to fill such openings, the open job will be posted for a period of five (5) administrative work days (Monday through Friday, excluding Saturdays, Sundays, and holidays). The notice of the open job shall contain a brief description of the job and its rate of pay. Permanent full-time employees covered by this agreement who desire such open jobs may submit their application for such job to the Sheriff or his authorized representative in writing within the five (5) day posting period.

- 7.2 In the event no applicants have, in the Sheriff's opinion, the necessary ability and/or qualifications, the open job will be re-posted for an additional five (5) administrative work days as defined below. During the second posting period, the Office shall consider applications received first from permanent part-time employees and then fill the open job regardless of whether or not they are fulltime employees covered by the terms of this Agreement or employed by Hillsborough County. Fulltime employees who submitted applications for the open job during the original posting period will be considered during the second posting period on the basis of their original application.

At the end of the first five (5) days posting period, the Sheriff shall, upon request, give the Union's President a list of those full-time employees covered by this Agreement who have been absent for the entire five (5) day posting period, and any such absent employee shall have five (5) administrative work days from the date the Union's President received the list to apply for the open job. Only those fulltime employees who have been absent for the entire first five (5) days posting period will be eligible to apply for the open job within the additional five (5) days set forth in preceding sentence.

Any such job opening may be filled temporarily by the Sheriff or until there has been a permanent assignment to the job.

- 7.3 It is specifically agreed by the parties hereto that the Office has the sole right to decide upon and select the most qualified applicant for the open job. If two or more full-time

employees covered by this Agreement are, in the Sheriff's opinion, equally qualified, Office seniority, as defined in Article VI, Section 6.1 (a) entitled "Seniority" shall prevail. Qualifications as indicated in paragraph 1 shall include the requirements outlined in the job description, work experience, work record, responsibility, efficiency and bona fide occupational necessity.

A full-time employee who has applied for the open job in accordance with the provisions of this Article shall have the right to grieve the Sheriff's decision in accordance with the provisions of Article XVI entitled "Grievance Procedure", but only if the Sheriff's decision was arbitrary, unjust or without any basis in fact.

- 7.4 An applicant who has been selected for the open job will be given a period of sixty (60) days within which to qualify for the job. During the qualifying period, he or she will receive the rate of pay for the job being filled. If, at anytime within the sixty-day qualifying period, the employee does not, in the opinion of the Sheriff qualify for the job, he or she shall be returned to the permanent job he or she held immediately prior to being chosen to fill the open job. Likewise, if, during the sixty-day qualifying period, the applicant chosen wished to return to his or her permanent job immediately prior to his or her selection, then said applicant shall be returned to that job.
- 7.5 If there are no qualified applicants for any open and posted jobs, the Sheriff shall have the rights to fill such job in his or her discretion.
- 7.6 An employee covered by this Agreement may be temporarily assigned to the work of any position of the same or lower job classification pay grade without any change in pay. Upon the termination of such temporary assignment, such employee shall be returned to his or her original job classification. If an assignment to a lower job classification pay grade is made due to a layoff or reduction of personnel pursuant to the seniority "bumping" provisions in Article VI, Section 6, then the employee's pay grade for such assignment shall be the wage rate assigned to the lower job classification.
- When an employee is temporarily assigned to work in a higher job classification or pay grade for a period of one full work day or longer, such employee shall receive the rate of the higher pay grade during such temporary assignment. Upon the termination of such temporary assignment, such employee shall be returned to his or her original job classification at his or her original rate of pay prior to the temporary assignment.
- Regular permanent part-time employees, as defined in Article 1, Section 1.3, shall not be covered by the provisions of this article, except as permitted in Section 1.2 and Section 7.1.
- 7.7 Any employee who is a Certified Deputy Sheriff or Special Deputy Sheriff is covered by the provisions of NH RSA 104:3 and 27, this Article notwithstanding.
- 7.8 The Sheriff may post openings for management positions. The final decision shall be made by the Sheriff and his/her decision shall not be subject to the grievance procedure contained in this Agreement.

## ARTICLE VIII

### Holidays

8.1 The following days will be recognized as holidays:

New Years Day	Columbus Day
Washington's Birthday	Day after Thanksgiving
Employee's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Hanukkah
Yom Kippur	

8.2 Permanent full-time employees whose regular work schedule is based on an administrative work week of Monday through Friday shall receive time off for the holiday with pay. If a full-time employee, whose regular work schedule is based on an administrative work week on Monday through Friday, is required to work on one of the holiday listed in Section 8.1, then that employee shall be paid in accordance with the overtime provisions of Article V, Section 5.2, in addition to a regular day's pay for the holiday.

Those permanent full-time employees whose regular five-day work schedule changes due to rotating work schedules and whose normal work schedules require work on holidays, Saturdays and Sundays shall be paid an additional day's pay for each of the holidays set forth in Section 8.1 above. In the event a permanent full-time employee working a rotating work schedule is called in to work on their regularly scheduled holiday off, they shall be compensated in accordance with the overtime provisions of Article V in addition to the holiday pay.

8.3 An employee shall be entitled to holiday pay if he or she works the day preceding and the day following the particular holiday, unless that employee's failure to work on either day results from an excused absence. If such absence is due to illness, the employee must provide a doctor's certificate certifying to such illness in order to be eligible for the holiday pay.

8.4 It is agreed by the parties hereto, that permanent part-time employees as defined in Article I, Section 1.3, shall be paid the holiday pay when said employee is actually working on any of the designated holidays as defined in Article 8, Section 8.1.

8.5 Any Deputy Sheriff designated by the Sheriff as a Bailiff shall be covered by the provisions of NH RSA 104:3 and 27, this Article notwithstanding.

8.6 It is understood that those employees observing Yom Kippur and Hanukkah shall not be granted holiday pay for Christmas Day and New Year's Day.

#### **ARTICLE IX** **Vacations**

- 9.1 Full-time employees of the Hillsborough County Sheriff's Office covered by this Agreement shall be entitled to paid vacations as follows:

Two weeks - (10 work days) upon the completion of twelve (12) continuous months of employment

Three weeks - (15 work days) upon completion of four (4) years of continuous employment.

Four weeks - (20 work days) upon completion of ten (10) years of continuous employment.

Five weeks - (25 work days) upon completion of fifteen (15) years of continuous employment.

The Sheriff shall determine the time and the order in which vacations may be taken. Vacation time will not be cumulative.

- 9.2 The Sheriff shall use every reasonable effort to give at least thirty (30) days prior notice of the vacation schedule to the employees, provided, however, that the Sheriff has the right to change said vacation schedule so as to prevent any interruption or interference with the normal operations of the facilities directed by the Sheriff.

- 9.3 Vacations are provided for the purpose of rest and recuperation with a view to future service. Accordingly, vacations must be taken in periods of at least one full week at a time.

Every employee shall on their anniversary date of hire, be credited with the appropriate vacation hours. Those hours may be taken at any time within the ensuing year. Vacation hours not taken by the next anniversary date shall not accrue, but be forfeited.

- 9.4 Regular permanent part-time employees as defined in Article 1, Section 1.3, shall be covered by the provisions of this Article, on a prorated basis.

- 9.5 Any Deputy Sheriff designated by the Sheriff as a Bailiff shall be covered by the provisions of NEIRSA 104:3 and 27, this article notwithstanding.

- 9.6 It is agreed that an employee's annual vacation allowance may be taken one day at a time provided the request is submitted to the Sheriff for approval at least 24 hours in advance to taking said day or days, provided that the Sheriff can deny said request if he determines that the request would have an adverse impact on the department operation.

- 9.7 Any employee who desires to change their approved dates of vacation shall not be allowed to bump any other employee who has had their vacation time approved by the Office.

## **ARTICLE X**

### **Sick Leave**

- 10.1 During a full-time employee's first year of employment, sick leave with pay shall be earned at a rate of one and one third days per month through December 31, of the year in which

the employee was hired, provided, however, that no sick leave will be granted until a new employee has finished his probationary period as set forth in Article 11. As of January 1 of each year, full-time employees who have finished their probationary period shall be entitled to sixteen (16) days' sick leave with pay per year. All regular full-time employees at the end of the calendar year shall be reimbursed at the rate of 100% of all said days during the next month following. There shall be no accumulation of sick leave beyond December 31 of each year. All regular full-time and permanent part-time employees who have unused sick days at the end of the calendar year shall be reimbursed at the rate of 100% of all said days during the next month following.

- 10.2 Employees who go on vacation and do not report to work the last working day prior to said vacation or on the day after their vacation ends due to illness must bring in a doctor's certificate certifying that the employee was ill in order to collect his or her sick leave pay. When an employee's illness is in excess of three (3) days, the employee must bring in a doctor's certificate certifying that the employee was ill in order to collect his or her sick leave pay.
- 10.3 Regular permanent part-time employees as defined in Article 1, Section 1.3, shall receive sick leave pay on a prorated basis of hours worked.
- 10.4 Any Deputy Sheriff designated by the Sheriff as a Bailiff shall be covered by the provisions of NH RSA 104:3 and 27, this Article notwithstanding.

**ARTICLE XI**  
**Personal Days**

- 11.1 One (1) day of sick leave may be used as a personal day. Two (2) additional days may be taken as personal days, but not subject to reimbursement.

No personal days will be allowed on Saturday or Sunday, nor may they be taken consecutively in advance or at the end of scheduled vacation and/or holiday time.

- 11.2 Employees taking a personal day must notify their supervisor twenty-four (24) hours in advance.

Any Deputy Sheriff designated by the Sheriff as a bailiff shall be covered by the provisions of NH RSA 104:3 and 27, this article notwithstanding.

**ARTICLE XII**  
**Bereavement Leave**

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

spouse	father	mother
father-in-law	mother-in-law	child

sister-in-law	brother-in-law	grandmother
	OR	
grandfather	stepfather	stepmother
uncle	aunt	sister
brother	grandchild	

A blood relative or ward residing in the same household. Bereavement leave will be paid only if they are absent during their regularly scheduled day of work.

- 12.2 Under extenuating circumstances, two (2) additional days with pay may be granted under Section 12.1 with the written approval of the Sheriff.
- 12.3 Leave maybe taken for either step or biological parents, but not both. In-law relationships survive the death of a spouse but terminate upon divorce.

### **ARTICLE XIII** **Insurance**

- 13.1 The County will make available to every full-time employee health insurance coverage, (including health insurance, Vision insurance, Dental insurance and Prescription Coverage). Employees will pay a percentage of the total premium for the HMO and POS plans, as follows:

	July 1, 2008	July 1, 2009
HMO Plan	22.5%	22.5%
POS Plan	26.0%	27.5%

The prescription drug co-pays will be ten dollars (\$10.00) for generic, twenty dollars (\$20.00) for Brand Names, and thirty dollars (\$30.00 for non-preferred drugs.. A mail order benefit will be provided for \$10/\$20/\$30.

- 13.2 The County will provide one times annual wages Life Insurance on all permanent full-time employees covered by this agreement. Cost of such insurance will be paid 100% by the County.
- 13.3 The County will provide weekly disability income benefits to all permanent full-time employees covered by this agreement up to 2/3 of their regular weekly salary but not exceeding \$300.00 per week for no more than twenty-six (26) weeks. Effective January 1, 2004 the maximum per week shall be increased to \$400.00. Effective January 1, 2005 the maximum per week shall be increased to \$500.00.

### **ARTICLE XIV** **Bulletin Boards**

- 14.1 The Sheriff agrees to provide suitable space for bulletin boards for the posting of notices of the Sheriffs Office addressed to the employee's and for Union announcements, notices, social events and other non-controversial matters addressed to its members. The Sheriff

agrees to locate said bulletin boards at convenient places. No Union notices shall be posted until it shall have been signed by the Chapter Chair or Steward of the Union and a copy of said notice has been provided to the Sheriff. The bulletin board space shall not be used for controversial matters which shall include, but not limited to, advertising, political matters, or any kind of literature other than herein provided.

#### **ARTICLE XV** **Safety and Health**

- 15.1 The Office shall have the right to make rules and regulations for the safety and health of the employees during their hours of employment as the Office deems necessary. Three (3) representatives of the Union may meet once every ninety (90) days or sooner if necessary at the request of either party given at least one week in advance of such meeting to discuss said rules and regulations. It is specifically agreed by the parties hereto that any such meeting will be held during off duty hours and in non-work areas. It is further specifically agreed by the parties hereto that any discussions shall be limited solely to matters relating to rules and regulations concerning the health and safety of the Office's employees. The Union agrees that the employees of the Office will comply with the Office's rules and regulations relating to safety, health, economy and efficiency of services to the Office and the public. The Union and the Office's employees agree to exercise proper care and to be responsible for all Office property issued or entrusted to them.

#### **ARTICLE XVI** **Grievance Procedure**

- 16.1 For the purpose of this contract, a grievance is defined as a complaint or claim by an employee or group of employees in the bargaining unit or the Union specifying the names of the bargaining unit employees involved, the date(s) of the alleged offense(s) and the specific contract provision(s) involved which arise under the during the term of this Agreement. Grievances are limited to matters of interpretation and/or application of specific provisions of this Agreement. It is expressly understood that NH RSA 104:27 shall apply to all Certified Deputy Sheriff s/or Special Deputy Sheriff and their hiring or termination is not subject to this grievance procedure. The following procedure shall be utilized in the handling of a grievance:
- a. The employee involved and Union's representative shall first discuss the grievance with the grievant's immediate supervisor who shall render a decision concerning the grievance within five (5) work days. If the immediate supervisor is unavailable, OR if the issue giving rise to the grievance is beyond the authority of the immediate supervisor, the employee and/or Union's representative may discuss the issue at a higher level utilizing the established chain of command. If the issue giving rise to the grievance constitutes a class action, the Union's representative may discuss the issue at the appropriate level without the presence of any individual member of the bargaining unit.
  - b. If the grievant is not satisfied with the disposition of his grievance, or if no decision has been reached within five (5) work days after discussing the matter with the grievant's supervisor, or other management representative pursuant to paragraph a above, the grievant and Union's shop steward shall present the grievance in writing, stating the date of the alleged offense and the nature of the grievance (including the contract provision involved) to the Sheriff, or authorized

designee, who shall communicate a decision within ten (10) work days from the date the written grievance was presented. For purposes of processing the grievance, this step shall be listed as "Step I" or "Written Step I". A grievance must be reduced to writing in the form set forth above and presented to the Sheriff within fifteen (15) work days of the date of the event which gives rise to the alleged grievance or the grievance shall be deemed waived.

- c. Following the Sheriff's decision on a grievance, or if the Sheriff fails to communicate a decision within ten (10) days as required by Paragraph b above, the Union will request from the Sheriff a meeting to determine if the grievance can be settled without arbitration. For purposes of processing the grievance, this step shall be listed as "Step 2" or "Written Step 2" or "Request for pre-arbitration hearing". Such meeting shall include the grievant, Union Representative, AFSCME Staff Representative and/or the person who will present the grievance for the Union, Representatives from the Sheriff's Office, and the person who would be representing the County at arbitration. This meeting will be held within twenty (20) working days of the date the Sheriff communicated his decision in response to Step I. After making full use of the pre-arbitration procedures and failing to reach a satisfactory solution, the grievance must be submitted to the NH PELRB by the Union within twenty (20) working days following the pre-arbitration hearing. Failure to do so will result in the grievance being deemed waived.

- 16.2 The decision of the arbitrator shall be final and binding upon the parties as to the matter in the dispute.
- 16.3 The arbitrator shall not have the power to add to, ignore, or modify any of the terms or conditions of this agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance unless mutually agreed to by both parties. Multiple grievances before the same arbitrator will not be allowed. His decision shall not go beyond what is necessary for the interpretation and application of express provisions of this agreement. The arbitrator shall not substitute his judgment for that of the parties in the exercise of rights granted or retained by this agreement.
- 16.4 If the grievance is not reported and/or processed within the time limits set forth above, the matter shall be deemed waived and no further action will be taken with respect to such grievance unless both parties mutually agree to an extension of said time limits.
- 16.5 The expenses of the arbitrator shall be born by the losing party or by the filing party if the matter is withdrawn after the date set by the arbitrator as the last date for withdrawal without the imposition of a cancellation fee. Each party shall, make arrangements for and pay the expenses of witnesses which are called by them.
- 16.6 For the purpose of the above grievance procedure, the phrase "work days" means normal Sheriff Office administrative work days of Monday through Friday, excluding holidays.
- 16.7 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Office, and having the grievance adjusted without the intervention of the Union provided the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the prior opportunity to be present at such adjustment and to state its views.

## ARTICLE XVII

### Separability

- 17.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, provided, however, that all other provisions of this Agreement and application thereof will continue in full force and effect.

## ARTICLE XVIII

### Wage Rates

#### 18.1 Wage Increases

Effective March 1, 2008: Two and one-half percent (2.50%) base rate adjustment for all employees in the bargaining unit.

Effective April 24, 2008: Three percent (3.0%) base rate adjustment for all employees in the bargaining unit.

Effective April 24, 2008, the base rate for all members of the bargaining unit shall be adjusted five percent (5.0%) in accordance with the adjustments to the Job Titles Pay Grades established in this section, and the following pay grades will apply to employees in the bargaining unit:

#### JOB TITLES PAY GRADE

Account Clerk I	11
Clerk Typist I	11
Clerk Typist II	13
Secretary I	13
Secretary II	15
Data Processing Clerk	15
Lead Dispatcher/Computer & NCIC Technician	16
Certified Deputy Sheriff 1*	17
Certified Deputy Sheriff 2* (Sgt)	18
(Communications) Telecommunications Specialist	15
Permanent Part-time Deputy Sheriff	14

\*1 and\*2 - A person who has been Certified by the NH Police Standard and Training Council as a full-time police officer under RSA 105A.

Only employees on the payroll in the bargaining unit on July 1, 2008, shall be eligible for the adjustments effective March 1 and April 24, 2008.

The step scale will be eliminated effective July 1, 2008 to be replaced by a pay "range" for each grade, the pay ranges effective July 1, 2008 are attached as Schedule A.

The minimum and maximum rates of the pay ranges will be increased each year by the percentage of the general base rate adjustment received by all employees. For example, the current ranges will

be adjusted by two percent and one-half percent (2.5%) effective March 1, 2008, three percent (3.0%) effective April 24, 2008, and two percent (2.0%) effective July 1, 2008. Individual ranges will be further adjusted to ensure that no employee is denied the general increases or merit increases for which they are eligible as described below:

Effective July 1, 2008: Two percent (2.0%) base rate adjustment for all employees in the bargaining unit.

Effective July 1, 2008, employees who would have been eligible for step increases under the step schedule in the 2003-05 contract will be entitled to a one percent (1.0%) base rate adjustment for each such step missed between July 1, 2005 and June 30, 2008 to a maximum of three (steps). The list of employees eligible for a base rate adjustment under this provision will be listed in Attachment 2 with the base rate adjustment to which each is entitled (1% to 3%).

Effective on the employee's anniversary date in 2008-2009, the employee will be eligible for a one and eighty-five hundredths percent (1.85%) base rate adjustment provided his/her performance was satisfactory during the preceding year.

Effective on the employee's anniversary date in 2008-2009, employees hired before July 1, 2008, with fewer than six years of service as of the 2008-2009 anniversary date will be eligible a one percent (1.0%) base rate adjustment. The list of employees eligible for this one percent (1.0%) base rate adjustment will be listed in Attachment 3.

Effective July 1, 2009: One and three-quarters percent (1.75%) base rate adjustment for all employees in the bargaining unit.

Effective on the employee's anniversary date in 2009-2010, the employee will be eligible for a two and one-tenth percent (2.10%) base rate adjustment provided his/her performance was satisfactory during the preceding year.

Effective on the employee's anniversary date in 2009-2010, employees hired before July 1, 2008, with fewer than six years of service as of the 2009-2010 anniversary date will be eligible a one percent (1.0%) base rate adjustment. The list of employees eligible for this one percent (1.0%) base rate adjustment will be listed in Attachment 4.

All new hires will be brought in at the bottom of the pay scale. The Union may waive this requirement if the new hire has significant experience and/or certifications. In no event shall any new hire rate of pay be higher than the bottom of the scale without a specific waiver from the union.

18.2 In addition to the rates shown in Section 18.1, all personnel working on the 3-11 and 11-7 shift shall receive a shift premium of 65 cents (\$0.65) per hour, and one dollar and fifty cents (\$1.50) per hour for the weekend shift. All other personnel to receive shift premium must have a minimum of two (2) hour layover on the above mentioned shifts.

18.3 HAZARD DUTY PAY:  
All permanent Certified full-time and part-time Deputy Sheriffs and Special Deputy Sheriffs shall receive 62.5 cents per hour in addition to their regular rate of pay for all hours actually worked. Vacation, holiday, sick leave, leave of absence, and dispatch duties shall not be construed as hours worked for purposes of receiving hazard duty premium. Special Deputy Sheriffs will also not be entitled to hazard pay if assigned to clerical duties

or any other non law enforcement duty. If a Deputy assigned to office duties performs law enforcement duties, he/she will receive hazardous duty pay for the day in which those duties were performed.

18.4 Section 18.1, 2, 3, 4, and 5 shall not apply to those Deputy Sheriffs working as Court Bailiffs.

18.5 Hazard pay and shift premium will be paid OT if performed in OT hours.

18.6 All full time employees who are certified as full time police officers will be furnished fire arms deemed to be appropriate by the Sheriff.

#### 18.7 DISCIPLINARY PROCEDURES

a. All disciplinary actions shall be in a fair manner and shall be consistent with the infraction for which the disciplinary action is being taken.

b. (a) All suspensions and discharges shall be stated in writing the reasons stated and a copy given to the employee(s) and the Union within ten (10) work days from the date of suspension or discharge. (b) If the Office does not follow Section A.2 (a) above in the case of a suspension, then it shall be deemed that the suspension is without merit. When Section A.2 (a) above is not followed in the case of a discharge said discharge shall be changed to a two (2) week suspension which shall be grievable.

c. Disciplinary actions shall normally be taken in the following order:

- a. Verbal warning
- b. Written warning
- c. Suspension (minor) with or without pay, three days or less
- d. Suspension (major) with or without pay, over three days.
- e. Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

d. No employee shall be penalized, disciplined, suspended or discharged without just cause.

e. Employees who are absent from work for more than five (5) working days and who have not been granted a leave of absence during that period, or who do not present justifiable evidence during that period, or who do not present justifiable evidence showing they were unable to report, shall be deemed to have quit.

f. The personnel record of an employee will be cleaned of written reprimands after a period of one (1) year from the date of the reprimand, provided there are no similar infractions committed during the intervening period.

#### 18.8 EXTRA WORK/OVERTIME DETAILS

DEFINITION: Extra work/overtime details are duties, performed by a certified full time or part time Deputy Sheriff, which are not a course of his or her regular duties. Any reference below to personnel shall be certified in their respective classification.

These types of assignments may be, but are not limited to the following: Traffic control, Construction duties, Escorts, Fairs, Town meetings, Hospital details, Racing events, Security or Executive protection, Parades or any other special assignment or detail that the Sheriff may designate.

**RATE OF PAY: Extra Work:** This would be the rate at which the local Office charges for Extra Work. If the local Office does not have a provision for this, the rate of pay would be then set by the Sheriff. In either case, there may be administrative costs added to this amount at the discretion of the Sheriff.

**Office Overtime:** This would be what is agreed to by contractual agreement with the County. If the work were to be performed by a part time Deputy the rate, in the situation of full time overtime, would again be at this persons regular rate of pay until such time as he or she would fulfill the requirements for overtime under the contract with the County.

**ASSIGNMENT OF DETAILS:** Once an Extra Work/Overtime Detail has been approved by the Sheriff, the following procedures will take place for the assignment of Deputies to these details.

1. The Sheriff and/or his designee will be responsible for the assignment of all Extra Work/Overtime Details. Full-time employed Command Staff, which are full-time state certified, may also be given the opportunity to work details by including their name on the outside detail list referenced in the Article. *Note: This is for details only. The definition of Command Staff is the Sheriff, Chief Deputy Sheriff, Captain(s), and Lieutenant(s).*
2. Full time Deputies will have the first choice of all Extra Work/Overtime Details. Assignment will be done on a seniority basis going by the Deputies date of hire as a full time Deputy.
3. Permanent part time Deputies will have the second choice of Extra Work/Overtime Details. Assignment will be done on a seniority basis going by the date of hire as a permanent part time Deputy.
4. Special part time Deputies will have the final choice of Extra Work/Overtime Details. Assignment will be done on a seniority basis going by the date of hire as a special part time Deputy.

#### **GENERAL INFORMATION**

1. It shall be the responsibility of the Sheriff and/or his designee to see that the Seniority Lists are strictly adhered to in the assignment of Extra Work/Overtime Details.
2. In assigning details, the Sheriff and/or his designee will offer what would be considered a full shift of a detail to each full time Deputy until the assignment is filled. Once each full time Deputy has been asked, and his or her answer noted in the Extra Work/Overtime Detail log, and there are still vacancies to be filled, the permanent part time Deputies will be polled and their answers also logged. On the initial contract Deputies will be asked, should they decline, if a second call to offer the same work is desired by the employee. At this juncture, if there are still vacancies to be filled, the full time Deputies and permanent part time Deputies will again be polled and their respective answers logged. If there are still vacancies to be filled, the special part time Deputies

will then be polled by seniority and as with the above noted, their responses will also be noted in the Extra Work/Overtime Detail Log. Should there be remaining vacancies, they would be filled on a first come first serve basis.

3. It should be noted that Deputies must fit one of the aforementioned criteria to work within the parameters of this section. They must also fulfill all requirements for Training and Experience, as determined by the Sheriff, to do the duties involved in this section.
4. If an Extra Work/Overtime Detail should cancel, the Sheriff and/or his designee will notify all scheduled personnel of the cancellation. The Dispatcher may assist in this aspect if applicable.
5. In the situation of filling a detail prior to going through the entire full time seniority list, the next detail will commence with the next person on the full time seniority list not asked during the last Extra Work/Overtime Detail.
6. In the situation of filling a detail prior to going through the entire permanent part time seniority list, the next detail will commence with the next person on the permanent part time seniority list not asked during the last Extra Work/Overtime Detail.
7. A refusal to work will mean that that particular Deputy has refused to work for that period of time now being scheduled for. This will not mean that the list will begin with that Deputy on the next Extra Work/Overtime Detail. It will begin as above noted or in the instance of all persons being asked, at the top of the full-time Deputy list. It should also be noted that if a Deputy refuses to work and the seniority lists are completely gone through, he or she may then pick from whatever openings remain on the detail if they so wish.
8. The On Call Deputy List will be comprised of, as noted earlier, full time Deputies only. This list will be open to all full-time Deputies who have volunteered for this assignment. It will be a rotating list on a week by week basis commencing on Monday mornings at 0800 hours.

#### **ARTICLE XIX** **Employee Improvement**

- 19.1 A full time permanent employee covered by this agreement shall, upon presentation of his/her transcript and a bursar's receipt, be reimbursed in a lump sum for the cost of tuition for courses taken provided:
- A. The reimbursement shall not exceed 80% of the actual cost for any employee with a \$800.00 maximum per person.
  - B. The courses are of a content related to any duties of the Sheriff's Office, including those courses which may be mandatory in a degree program.
  - C. The employee has received a "C" grade or better.

The total reimbursement to all employees shall not exceed \$3,200.00. It is agreed the Sheriff has the sole right to decide upon and select the number of applicants to be allowed to pursue courses as above.

A full time employee who has been denied course approval shall have the right to grieve the Sheriff's decision in accordance with the provisions for Grievance Procedure. It is

agreed the grievance under this article shall not go beyond the step ending with the Sheriff. His decision shall be final and binding.

- 19.2 Deputy Sheriffs will receive a minimum of twenty four (24) hours training, per year, from Police Standards and Training or training approved by Police Standards and Training.

#### **ARTICLE XX** **Performance Evaluations**

- 20.1 The county will implement a Performance Evaluation Policy in accordance with the Performance Evaluation model agreed to dated December, 2005.
- 20.2 For the purpose of awarding salary increases provided for in Article 18.1, and employee will be deemed to have satisfactory performance if the employee receives a "Satisfactory" rating in at least 80% of the performance areas specified in the December, 2005 policy.
- 20.3 The County agrees that the salary line will be funded in anticipation of all employees in the bargaining unit qualifying for pay increases based upon performance in Section 18.1.
- 20.4 Annual evaluations will be conducted prior to the employee's anniversary date. In the event that an annual evaluation is not completed by the anniversary date, the performance-based increase will be awarded.
- 20.5 Employees not receiving a satisfactory evaluation shall be re-evaluated within 60 days. In the event that the employees performance improves and is deemed satisfactory, the employee shall receive the merit increase effective on the date of the satisfactory evaluation. Increases awarded pursuant to this section shall be effective on the date of the satisfactory evaluation and shall not be retroactive to the anniversary date.

#### **ARTICLE XXI** **Weekend Schedule**

- 21.1 The Sheriff may implement a weekend shift schedule to be staffed by employees hired after July 1, 2007 and by other employees on a voluntary basis.
- 21.2 In the event of a declared emergency, employees hired prior to July 1, 2007 may be assigned to weekend coverage. Such assignments shall only be for the duration of the emergency and said employees shall be compensated on their overtime rate. An emergency shall be considered any event or situation that has the actual or potential risk to the safety of the public.
- 21.3 The Sheriff shall make a reasonable effort to post and/or distribute a written schedule of assigned duties at least seven (7) days prior to the first day of the scheduled period. This section shall not be subject to the Grievance Procedure of this agreement.

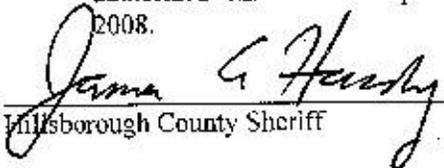
#### **ARTICLE XXII** **Termination and Renewal**

- 22.1 This agreement shall be in full force and effect when executed and shall remain in full

force through June 30, 2010 and shall continue from year to year thereafter unless written notice of desire to modify, cancel or terminate this Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration, in which event this Agreement shall terminate on June 30, 2010.

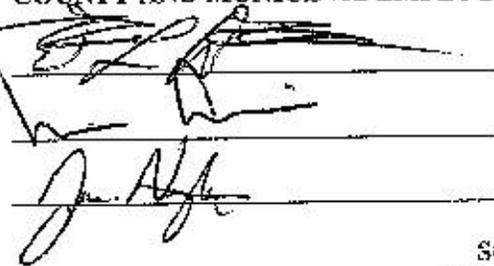
22.2 It is agreed by the parties hereto that negotiations concerning revisions or changes to this Agreement shall be pursuant to NH RSA Chapter 273-A. The parties agree to commence negotiations for a successor agreement no later than December 1, 2009.

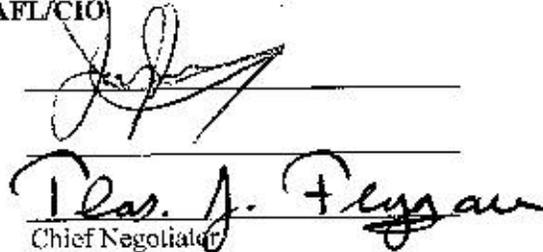
22.3 IN WITNESS WHEREOF the parties have hereunto set their hands and seals by their duly authorized officers and representatives, this 10 day of September, 2008.

  
Hillsborough County Sheriff

Chief Negotiator

LOCAL 3657 OF THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL/CIO



  
Chief Negotiator

SCHEDULE A  
Effective July 1, 2008

GRADE  
11

\$13.29 - \$21.61

Account Clerk I  
Clerk Typist I

GRADE  
12

\$14.25 - \$22.03

GRADE 13

\$14.88 - \$24.31

Clerk Typist II  
Secretary I

GRADE  
14

\$15.67 - \$25.59

Permanent Part-time Deputy Sheriff  
Secretary II (Part-Time)

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**GRADE**  
**15**

\$17.28 - \$28.15

Secretary II (Communications) Telecommunication  
Specialist  
Data Processing Clerk

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**GRADE**  
**16**

\$17.28 - \$28.15

Lead Dispatcher/Computer & NCIC Tech

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**GRADE**  
**17**

\$18.12 - \$29.53

Certified Deputy Sheriff 1

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**GRADE**  
**18**

\$19.04 - \$31.09

Certified Deputy Sheriff 2 (Sgt)

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