

COLLECTIVE BARGAINING AGREEMENT

Between the

COUNTY OF STRAFFORD, NEW HAMPSHIRE



STRAFFORD COUNTY

NEW HAMPSHIRE

and the

THE STRAFFORD COUNTY SHERIFF'S EMPLOYEES ASSOCIATION,
Local 295

of the

New England Police Benevolent Association



January 1, 2024 to December 31, 2024

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AGREEMENT

Preamble

Agreement made and entered into as of January 1, 2024 between the Strafford County Sheriff's Department, County Farm Road, Dover, New Hampshire (hereinafter called the "Employer") and the Strafford County Sheriff's Employees Association, Local Number 295 of the New England Police Benevolent Association (hereinafter called the "Union") acting herein on behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

Article I

Recognition

- 1.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining representative pursuant to provisions of the New Hampshire Revised Statutes Annotated Section 273-A, for all members of the bargaining unit.
- 1.2 The Employer recognizes the Union as the sole and exclusive collective bargaining representative to all full-time and part time employees within the positions of Deputy, Dispatcher and Secretary.
- 1.3 The bargaining unit shall exclude the Sheriff, Captain, Sergeants, Dispatch Supervisor, Assistant Dispatch Supervisor and Executive Secretary.
- 1.4 Whenever the word "Employees" is used in this Agreement, it shall be deemed to mean employees in the bargaining unit covered by this Agreement, as defined in Article I, Section 1.1.
- 1.5 Full-Time Employees: The words "full-time employee" means an employee regularly and normally scheduled to work forty (40) hours or more per week. Said employee shall receive full benefits in accordance with other provisions of this Agreement..
- 1.6 Part-time Employees: Part-time employees shall be covered by all provisions of this Agreement. Medical, Disability and Dental Insurance shall be made available to employees working twenty (20) or more hours per week provided they enroll in these plans and authorize payroll deductions pursuant to the provisions of this Agreement. Dental insurance shall be available to employees who work twelve (12) or more hours per week, provided they enroll in the dental plan and authorize payroll deductions pursuant to the provisions of this Agreement.

Article II

Non-Discrimination

- 2.1 Neither the Employer nor the Union shall discriminate against, or in favor of, any employee on account of race, color, creed, national origin, political belief, sex, age, gender, marital status, veteran status, or sexual orientation, or any other characteristic protected by federal, state, or local law/ordinance. Neither shall the Employer nor the Union discriminate against any qualified person with a disability who is able to fulfill the requirements of a specific job for which she/he is being considered or in which she/he may be employed.
- 2.2 The Employer and the Union agree that no employee covered by this Agreement shall be discriminated against because of membership in, or lack of membership in, the Union, or because of activities on behalf of or against the Union.

Article III

Management Rights

- 3.1 Except as otherwise limited by an expressed provision of this agreement, the Employer reserves and retains the right and responsibility:
- A. To determine the overall mission of the Sheriff's office as a unit of government;
 - B. To maintain and improve the efficiency of the Sheriff's Office operations;
 - C. To determine the services to be rendered, the operations to be performed, the technology to be utilized, the attire and equipment to be issued and utilized, or the items to be budgeted;
 - D. To determine the overall methods, processes, means, number and rank or classification of personnel by which the Sheriff's Office operations are to be conducted;
 - E. To direct, supervise and hire employees;
 - F. To suspend, discipline or discharge for just cause, to transfer, assign, schedule, retain, or lay off employees, in accordance with the collective bargaining unit agreement.
 - G. To relieve employees from duties because of lack of work or funds, in accordance with the collective bargaining unit agreement, or under conditions where the Employer determines continued work would be inefficient or nonproductive;
 - H. To take actions to carry out the mission of the Employer as the governmental unit in situations of emergency: to include, but not limited to, natural disaster, civil unrest, riots and pandemics.

I. To take action, including the promulgation and modification of departmental rules and regulations, to carry out the mission of the Employer as the governmental unit in all situations unless specifically limited by this Agreement.

3.2 Nothing in this Agreement shall be construed to limit the discretion of the public Employer to voluntarily confer with any or all of its employees.

Article IV

Union Rights

4.1 The Employer shall recognize the following Union Officers:

President Vice-President

Secretary/Treasurer Steward

4.2 Within 48 hours of its election the Union shall notify the Sheriff, the County and the County Administrator the names and titles of those holding Union Office.

4.3 If it becomes necessary to hold any hearings related to a grievance during working hours, the grievant and one designated member of the Union shall be allowed to participate in the meeting or hearing with no loss of pay provided that the time spent in each such meeting or hearing shall not exceed one (1) hour without the prior approval of the Sheriff.

4.5 The Union will be provided a bulletin board which will be located in the Sheriff's Office in a mutually agreeable location for the purpose of posting Union related announcements and business. The Union will be responsible to insure that the bulletin board is used only for Union business and shall require the signature of a Union Officer on every item posted. The County reserves the right to remove any item that has not been signed by a Union Officer or which is not related to Union business or is deemed to be offensive or inappropriate.

Article V

Union Security and Dues Check Off

5.1 Deduction Right – The Union shall have the exclusive right to the deduction and transmittal of Union dues on behalf of each member.

5.2 Authorization of Deduction – A member may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be a form acceptable to the County and shall bear the signature of the employee. An employee may withdraw his/her authorization for the deduction of Union dues by giving at least 30

(thirty) days' notice in writing to the County. A copy of the dues revocation shall be forwarded to the Union.

- 5.3 Transmittal of Dues –The County shall deduct dues from the pay of employees who request such deduction in accordance with this Article and remit such funds monthly, to the Treasurer of the New England PBA together with a list of employees whose dues are transmitted.

William Ryan, Treasurer
New England PBA
7 Technology Drive – Suite 102
Chelmsford, MA 01863

- 5.4 Indemnity – The Union shall indemnify and save the County harmless from any and all claims, demands, suits, or any other action arising under this Article, which are caused by the Union.
- 5.5 No payroll deductions of dues shall be made from Worker's Compensation or for any payroll period in which the earnings received are not sufficient to cover the amount of the deduction, nor shall such deduction be made from subsequent payrolls to cover the period in question.

Article VI

No Strike – No Lockout

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

Article VII

Grievance and Arbitration Procedures

- 7.1 For the purpose of this agreement, a grievance is defined as a complaint or claim by an Employee or group of employees in the bargaining unit or the Union specifying the names of the bargaining unit employees involved, the date(s) of the alleged offense(s) and the specific contract provision(s) involved which arise under and during the term of the Agreement. Grievances are limited to matters of interpretation and/or application of specific provision(s) of the Agreement. The following procedure shall be utilized in the handling of a grievance:
- 7.2 **Informal Step:** (Oral Presentation) the employee(s) involved and the Unions' 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. Oral presentation must be initiated by the grieving party within ten (10) business days of the event giving rise to the grievance.
- 7.3 **Step I:** If the grievant is not satisfied with the disposition of his/her grievance, or if no decision has been reached within five (5) work days after discussing the matter with the grievant's immediate supervisor, the grievant and Union Representative shall present the grievance in writing stating the date of the alleged offense(s) and the nature of the grievance, (including the contract provision(s) involved) to the next level of the chain of command or the organization chart, who shall render a decision within ten (10) work days from the date the written grievance was presented. A grievance must be reduced in writing in the form set forth above 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.
- 7.4 **Step II:** If the grievant is not satisfied with the disposition of his/her grievance, or if no decision has been reached within ten (10) work days after the submission to the Step I hearing officer, the grievant and the Union's designated officer/steward and/or Union Representative may present the grievance in writing to the Sheriff who shall render a decision within ten (10) work days from the date the written grievance was submitted.
- 7.4.1 If the grievant or the Union designated officer/steward fail to present the grievance, in writing, to the Sheriff within five (5) work days after the receipt of the Step I decision or the failure of the Step I hearing officer to respond to the grievance within ten (10) work days provided, the grievance shall be deemed waived.
- 7.5 **Step III:** If the grievant and the Union are not satisfied with the Sheriff's decision, they may present the written grievance to the Strafford County Commissioners within five (5) work days after the Sheriff's decision has been rendered or if none, within fifteen (15) work days after the date on which the grievance was submitted to the Sheriff, or the grievance will be deemed waived.
- 7.5.1 The Strafford County Commissioners shall meet with the grievant and the designated Union Officer/Steward and/or the Union Representative within twenty (20) work days after receipt of the written grievance. The Strafford County Commissioners shall render a decision within ten (10) work

days from the date of the meeting with the grievant and the Union's designated officer/steward/and/or representative.

- 7.6 **Step IV:** If no decision has been rendered by the Commissioners within twenty (20) work days of the date of the meeting with the grievant and the Union's designated officer/steward and/or Union Representative, the Union may submit a written request of the American Arbitration Association (AAA) to appoint an Arbitrator to resolve said grievance in accordance with the rules and regulations of the AAA; or,
- 7.6.1 If the Union is not satisfied with the grievance within ten (10) work days of the date of receipt of the decision, the Union may submit a written request of the New Hampshire Public Employee Labor Relations Board (NH PELRB) to appoint an Arbitrator to resolve said grievance in accordance with the rules and regulations of the NH PELRB.
- 7.6.2 The parties may elect to mutually submit the name of an arbitrator acceptable to both. Such a request must be submitted within twenty (20) work days of the date of the Commissioners/designee's decision. If the Commissioners/designee failed to make a decision within the time limits prescribed in Step II, the Union must submit a request within twenty (20) work days to the NH PELRB. If the Union fails to submit such written request to the NH PELRB within these time limits, said grievance is deemed waived.
- 7.7 The Arbitrator shall not have the power to add to, ignore, or modify any terms of this Agreement, nor the power to hold hearings for more than one grievance unless mutually agreed to by both parties, that is, multiple grievances before the same arbitrator will not be allowed. His/her 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/her judgment for that of the parties in the exercise of rights granted or retained by this agreement.
- 7.8 The decision of the Arbitrator shall be final and binding upon the parties as to the matter in dispute, except in budgetary matters requiring the appropriation of funds to satisfy the remedy ordered.
- 7.9 If the grievance is not reported and/or processed within the time limits set forth above, the grievance 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.
- 7.10 For the purpose of this grievance procedure, the phrase "work day" means administrative work days of Monday through Friday, excluding holidays.
- 7.11 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 department 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 provided with a copy of the grievance and

has been given the prior opportunity to be present at any discussion of the grievance. The Union designated officer/steward and /or representative shall be entitled to receive from the employer all documents submitted in evidence pertinent to the disposition of the grievance.

- 7.12 No person who acted as a hearing officer/designee in one level of the grievance shall review a grievance a second time.

Article VIII

Discharge and Penalties

- 8.1 The Employer shall have the right to discharge, suspend, or discipline employees only for just cause. Just cause shall include, but not limited to, unsatisfactory performance as substantiated by employee performance evaluations, heinous acts, numerous or repeated violations of department rules and regulations.
- 8.2 The Employer shall notify the Union in writing by e-mail of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. Such notice shall be sent to the Local President and the NEPBA representative. If the Union desires to contest the discharge or suspension, it shall give written notice to the Employer within ten (10) work days from the date of receipt of notice of discharge or suspension by the exclusive representative. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure set forth in this Agreement.
- 8.3 All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and Holidays.
- 8.4 An employee indicted on criminal charges shall be placed on an unpaid leave of absence until guilt or innocence is determined. During the leave of absence the County will continue employee's health insurance coverage if the employee pays his/her portion of the premium cost. If at a later date, the employee is determined to be innocent, a request for lost straight time wages will be granted.

Article IX

Probationary Period

- 9.1 All Bargaining Unit employees shall serve a one (1) year probationary period.
- 9.2 All probationary employees shall receive an employee evaluation at ninety (90) days, one hundred and twenty (120) days, and thirty (30) days prior to the completion of their probationary period.
- 9.3 Probationary periods may be extended up to ninety (90) days beyond the one (1) year based upon unsatisfactory performance.

Article X

Wages

- 10.1 Wages: Effective January 1, 2024 the wage schedule detailed in Attachment A will be in effect, with employees slotting on to the wage schedule in accordance with Attachment B. There will be no additional step advancements during the term of this agreement.
- 10.1.1 A Starting Rate of Pay: In determining the starting rate of pay for new employees, the Sheriff reserves the right to credit new employees with previous education and experience and grant a start rate of pay up to Step 5 of the wage schedule.
- 10.1.2 New employees hired above the probationary step will have a probationary period, but will receive no increase in pay at the completion of the probationary period.
- 10.2 Call back Pay: employees called back to work after being released from work or called in on a day off will be paid a minimum of four (4) hours of pay at a rate of one and one-half the Employees normal rate of pay. Employees called back on weekends and holidays will receive double time pay.
- 10.3 Outside Details: Will be defined as assignments to work not a part of the characteristic duties and responsibilities of a Deputy Sheriff. i.e. Traffic and Crowd Control, Construction security and safety. Such assignments will receive a flat rate of pay of fifty dollars (\$50.00) per hour for all hours worked. In the event of the cancellation of the detail assignment, the affected employee shall receive a minimum of four (4) hours pay.
- 10.4 Shift Differential: Employees will be paid a shift differential of one dollar (\$1.00) per hour for time worked between the hours of 4:00 PM and 8:00 AM.
- 10.5 Weekend Differential: Employees will be paid a weekend differential of One Dollar (\$1.00) per hour for a weekend differential. The weekend is defined as work performed on Saturdays 12:00 a.m. until Sunday at 11:59 p.m.
- 10.6 Longevity Pay:
- A. Any employee who works at least twelve (12) hours per week and who has completed three (3) years of continuous service as of December 1st of each year shall be paid the sum of \$25 and an additional \$25 for each additional year of continuous full-time service. Employees completing twenty (20) years of continuous service will receive \$900, plus \$25.00 for each additional year of continuous employment, i.e.:

20 years:	\$900
21 years:	\$925
22 years:	\$950, etc.

- B. Longevity pay is paid once a year in the first pay period in December.
- C. At the time of retirement, all full-time employees who have worked for the County for twenty (20) or more years of continuous service shall receive \$10 per year of service. This is in addition to any other benefits that the employee/official is entitled to at the time of retirement.

10.8 Deputies assigned to on-call duties, consistent with Section 11.10, shall receive a daily stipend according to the following schedule:

Weekdays	\$75.00/day
Weekends	\$100.00/day
Holidays	\$150.00/day

The on-call hours will run from 0800 hours to 0800 hours (24 hour period)

10.9 The parties agree to the establishment of a special wage rate for the purpose of compensating an employee/Canine Handler(s) for the care, feeding and grooming of the canine utilized by the Department*. This special wage pay is to be at the rate of ten (10) dollars per hour.

10.9.1 The parties agree that the Employer /County are responsible for all costs associated with kenneling, food, Veterinary Care and overall Care.

10.9.2 The parties agree that the County will provide a fully equipped K-9 vehicle. All transports of the dog will be done utilizing only the K-9 vehicle.

10.9.3 The parties agree that the Canine Handler will receive Call Back Pay as outlined in the Collective Bargaining Agreement.

10.9.4 The employee assigned to canine care will be paid the above referenced rate of pay for one (1) hour per day seven (7) days per work week as per CBA Agreement. Differentials are not paid on this time.

10.9.5 It is understood that the establishment of this special rate of pay is in compliance with the Wage and Hour Division Regulations and Letters of Opinion as referenced below.

*FLSA Levering v District of Columbia

- 10.9.6 In relation to Article XI Section 11.8 of this Agreement, any overtime authorized in addition to the one (1) hour per day for Canine Care shall be paid at the overtime rate of fifteen dollars (\$15.00) per hour. (Time and one half of the special rate for Canine Care).
- 10.10 The deputy or deputies assigned by the Sheriff and performing the duties of a Range Officer, Training Deputy or Field Training Officer (FTO) shall receive a differential of \$2.50 per hour for hours worked in such capacity.
- 10.10.1 Dispatchers assigned to non-bargaining unit work as a Certified Trainer receive a differential of \$2.50 per hour added to their pay grade for the period of service.
- 10.11 Bus Driver Differential: A Deputy assigned to drive a bus will be compensated with a differential of four dollars (\$4.00) per hour for the duration of the assignment. As a differential, the four dollars (\$4.00) is in addition to all other compensations applicable under Article X Wages and Article XI Schedules, Hours of Work and Overtime.

Article XI

Schedules, Hours of Work and Overtime

- 11.1 Full-time Deputy Sheriffs and Clerical/Secretarial staff are assigned to either a forty (40) hour work week consisting of five (5) eight (8) days or four (4) ten (10) hour days.
- 11.2 Full-time Dispatchers are assigned to either a forty (40) hour work week consisting of “a five and two consisting of five (5) eight (8) hour days with two days off or a “four and three” consisting of two (2) eight (8) hour days and two (2) twelve (12) hour days.
- 11.3 Employees may have schedules established by the Sheriff or designee, which are peculiar to their individual skills, experience and training based on operation needs and the availability of the employee.
- 11.4 Schedules of existing employees may be changed by the Sheriff or his designee based upon valid and verifiable reasons provided for in the Management Rights Article of this Agreement.
- 11.5 Requests for voluntary change of hours of work shall be presented by individual employees, to the scheduling officer or Dispatch Supervisor, who shall seek approval of such, from the Sheriff.
- 11.6 Any Employee working five (5) hours or more daily is entitled to a break of thirty (30) minutes.

11.7 In addition to a lunch period, Employees working an eight (8) hour shift or greater, are entitled to two (2) fifteen (15) minute breaks.

11.8 Overtime:

- a. Overtime will be paid in accordance with the minimum standards of the Fair Labor Standards Act (FLSA) and US Wage and Hour Division.
- b. Overtime is paid to employees who are required to work in excess of forty (40) hours in any one (1) payroll week or in excess of eight (8) hours in any one (1) day. Employees working a 4/10 schedule will be paid at a rate of time and one half of his/her straight time hourly rate of pay for hours in excess of (10). Dispatch only working "4/3 schedule" consisting of eight (8) or twelve (12) hour days, will be paid a rate of time and one half of his/her straight hourly rate of pay for hours in excess of eight (8) or twelve (12) respective of their daily assignments.
- c. Pyramiding of overtime is not permitted.
- d. Employees are limited to thirty (30) hours of overtime per week for safety reasons.
- e. When Deputies provide security at the hospital, on the occasion of an inmate being admitted to the hospital, they will be paid double time for hours served when:
 1. Hours served are not regularly scheduled duty hours.
 2. The duty hours are, formally, assigned by the scheduling officer and designated as double time.
 3. Double time is not applicable to the transport of an inmate to or from the hospital or wait time while an inmate receives treatment, nor is it applicable in cases when a scheduled Deputy is assigned, as part of his/her normal duty shift to provide security at the hospital.

11.9 Compensatory Time:

- a. Deputies and Dispatchers will be permitted to utilize compensatory time in lieu of the receipt of overtime pay as detailed in Section 11.8.
- b. The maximum accrual of compensatory time hours shall be sixty (60) hours for approximately forty (40) hours of actual hours worked.
- c. Requests for the use of compensatory time shall be made at least forty-eight (48) hours in advance of the requested use of such time. For dispatch only: at least a two (2) week advance request is required. When the employee requests the use of compensatory time, with the required advance notice, the request shall be honored within a reasonable period time, unless to do so would unduly disrupt the operation of the Department.
- d. Employees who have in excess of thirty hours (30) accumulated compensatory time must use the excess by December 31st of each year or paid for by the end of the fiscal year. Employees with less than thirty hours (30) may elect to be paid or use by

December 31st of each year. Employees may carry over thirty (30) hours of accumulated time to the following year.

11.10 On-Call Schedule:

On-Call Schedule: The on-call schedule is utilized to provide for the availability of Deputies to respond to emergency requests for services from the Sheriff's Office.

Deputies may be excluded from the On-Call list by the Sheriff, for verifiable operational reasons. On-Call list exclusions or inclusion shall not be utilized as a punishment or reward.

- a. Three (3) on call deputies will be assigned on a daily basis. There will be a primary, secondary and a third on-call deputy (three deputies). The primary will always get the first call and the secondary will be called when a second deputy as necessary and a third in order. A deputy's first day/night of Call will be "primary" and the next day/night, they will be the "secondary" call deputy and a third in order. Once the list of assigned On Call deputies reaches the last deputy on the list; the list will start over in the same rotation.
- b. The on-going list will be issued on a Quarterly basis, all full-time and part-time, deputies that are qualified and able will be on the on-call schedule. Any new hires will be added to the next issued rotation. Also, any resignations or retirements will be deleted from the list and the rotation will be adjusted. The number of deputies on the call list will vary due to the availability of qualified and able deputies.
- c. Deputies on the call list rotation shall be allowed to swap days with any other deputy sheriff, with the approval of a supervisor.
- d. A Sheriff's office cruiser or van will always be designated and available at the Sheriff's Office for a call deputy's use, who does not have an assigned vehicle.
- e. A deputy's work schedule may be adjusted as needed by a supervisor. The Sheriff will have the sole authority to assign or remove any deputy from the call rotation.
- f. Deputies on the call list rotation will be assigned, if properly certified and qualified, to all emergency requests for departmental services. All requests for services received within two (2) hours in advance of the need for services will be considered emergencies. Those requests for services received with greater notice will be scheduled.

- 11.11 In the event that the building is closed due to inclement weather, the dispatch employees shall receive compensation at the rate of time and one half, equivalent to the normal business hours the County complex is closed due to the event.

Article XII

Vacation

- 12.1 Full-time and part-time employees working twelve (12) or more hours per week are eligible for paid vacation based upon the length of continuous employment. Eligibility for vacation time begins after one (1) year of continuous employment. Accumulation rates begin as follows: At the completion of one (1) year of employment, full-time employees will accrue two (2) weeks' vacation; thereafter full-time employees will accrue vacation time on a monthly basis.
- i. 1 year to completion of 4 years employment: 6.67 hours per month
 - ii. 5 years to completion of 9 years employment: 10.00 hours per month
 - iii. 10 years to completion of 14 years employment: 13.33 hours per month
 - iv. 15 years to completion of 19 years employment: 16.67 hours per month
- 12.2 Part-time employees working twelve (12) or more hours per week shall earn prorated vacation per the above schedule.
- 12.3 No more than ten (10) work days of leave time may be allowed off during the months of July and August. During the month of December, up to five (5) work days of vacation may be allowed. Requests for additional time off may be permitted by the Supervisor.
- 12.4 Vacation requests will be granted based on seniority and must be submitted to the Supervisor/Department Head by April 15th for June, July and August, by July 15th for September, October and November, by October 15th for December, January and February, by January 15th for March, April and May. When vacations are scheduled in accordance to these submission dates it is the responsibility of the employer to fill the employee's vacation days to include on-call shifts during those vacation days.
- 12.5 Scheduling of vacations is the responsibility of the Supervisor/Department Head.
- 12.6 If a holiday occurs during an employee's vacation, the employee will receive an additional day of vacation or will have the vacation extended with the permission of the Supervisor/Department Head.
- 12.7 No pay will be given in lieu of vacation, except on termination of employment when the proper two (2) weeks written notice of resignation is given, or at the discretion of the highest authority with the employee's department, based on the employee's inability to use vacation time with the allotted time.

- 12.8 Vacation must be used within one (1) year of accrual.
- 12.9 Vacation pay is at the employee's present regular rate.
- 12.10 To receive vacation pay in advance, the employee should notify the Supervisor/Department Head three (3) weeks before the scheduled vacation. This will be paid on the payday prior to vacation.
- 12.11 Vacation time should be used during the time which it is accrued. If the vacation cannot be taken during that period, an employee can carry forward vacation time to a maximum of two hundred (200) hours, with the written permission of the highest authority within that department.

Article XIII

Holidays

- 13.1 Full-time, part-time (working twelve [12] hours or more per week) and temporary employees are eligible for time off with pay or to receive holiday pay depending on the policies of the department, for recognized holidays after ninety (90) calendar days of employment. Temporary employees will receive holiday pay in the same manner as regular employees. Part-time employees working twelve (12) hours or more receive prorated benefits.
- 13.2 Employees must complete one year of employment before being eligible for a Personal/Floating holiday, and the Birthday holiday.
- 13.3 Holidays may be accrued in the following manner:

<u>Holiday</u>	<u>Must be Taken Before</u>
⁴ New Year's Day	
⁴ President's Day	
⁴ Memorial Day	
⁴ Juneteenth (Floating)	
⁴ Independence Day	
⁴ Labor Day	
⁴ Columbus Day	
⁴ Veterans' Day	
⁴ Thanksgiving Day	
¹ Christmas Day	
² Personal/Floating Holiday <u>Or</u> Martin Luther King Day	
³ Birthday	See below

¹Christmas Holiday: Will be the only one permitted to be taken in the month of December.

²Personal/Floating Holiday or Martin Luther King Day: Employees must complete one (1) year of employment before being eligible for a Personal/Floating Holiday. Personal/Floating Holidays must be taken as time off and will not be paid as additional compensation. For those County offices/departments celebrating Martin Luther King Day, this time off will REPLACE the Personal/Floating Holiday.

³Employees' Birthdays: Must be taken within thirty (30) days following actual birth date. If an employee requests the scheduling of the birthday holiday in a timely fashion, but is not permitted to take the time off, he/she will not forfeit the benefit.

⁴ Holidays as indicated must be taken within six (6) months of the actual date of the holiday.

- 13.4 Employees who work in operating units which closed in observance of the holiday, shall be given a paid day off on the day designated by the Federal government, unless the State of New Hampshire designates an alternative holiday for calendar purposes. Any additional Holiday pay outlined in this contract shall be for hours worked on the actual holiday.
- 13.5 An employee who is scheduled to work on a holiday and who calls in sick will be paid sick time if he/she is eligible and will forfeit the holiday, except when covered by a physician's note.
- 13.6 Employees who call in sick the scheduled day before and/or the scheduled day after a holiday will forfeit the holiday pay/accrual, except when covered by a physician's note.
- 13.7 Because of the nature of the dispatch center, schedules must be for twenty-four (24) Hours a day, seven (7) days week coverage. Scheduling holiday work is the responsibility of the Supervisor/Department Head.
- 13.8 Holiday pay starts with the midnight on the holiday.
- 13.9 All employees who are required to work on Thanksgiving Day, Christmas Day, or New Year's Day shall be paid at the rate of time and one-half for that day in addition to holiday pay for that day. In addition, Dispatchers who are required to work on Labor Day and/or Independence Day, shall be paid at the rate of time and one half for hours worked in addition to holiday pay for that day.
- 13.10 On all other holidays other than Thanksgiving Day, Christmas Day, and New Year's Day, all eligible employees working the holiday shall be paid their regular straight time hourly rate multiplied by eight (8) hours. In addition to their regular pay, all eligible working employees shall be entitled to holiday pay.
- 13.11 If an employee is on leave of absence or absent on uncompensated time, there will be no holiday pay paid or accrued.

- 13.12 Shift differential shall be included in pay for holidays if the employee normally receives such differential. If an employee does not regularly receive shift differential, it will be included in pay for holidays if the employee is working on second and third shift at the time and shall be included in holiday pay on a prorated basis.

Article XIV

Sick Leave

- 14.1 Sick leave is work time when the Employee is ill and unable to work. Sick leave is not additional vacation which the Employee may use at his/her discretion, but is allowed only in the case of actual necessity occasioned by illness or disability of the Employee, or because of substantiated illness of an employee's child.
- 14.2 To be eligible to use sick leave, the Department Head/Supervisor may require the employee to produce satisfactory evidence of illness or an examination by a physician.
- 14.3 To be eligible to use sick leave an employee must notify the Department Head/Supervisor of his/her illness at least two (2) hours before the beginning of his/her scheduled starting time, except in an emergency excused by the Department Head/Supervisor. An employee who reports for duty as scheduled and is unable to complete his/her shift due to illness, will report to the Department Head/Supervisor, who may send the employee home. The employee will be paid sick time for the non-worked balance of his/her shift if the employee has sick time available.
- 14.4 Sick leave will be applied only to days which an employee was scheduled to work and which he/she did not work provided the employee has accrued sick time. Sick leave pay will be at the employee's base rate of pay.
- 14.5 Abuse of the sick leave privilege is a form of dishonesty and is cause for disciplinary action. Abuse of the sick leave privilege is use of sick leave for purposes other than those stated above. Whether or not abuse has occurred shall be determined from the circumstances of the case, including, but not limited to, use of sick leave unsupported by a physician's note; a discernible pattern of absences, such as the same day each week or each month; on occasions when the Employee, although claiming illness, is seen under circumstances that suggest good health; or under any other circumstances which are suspicious or questionable. Chronic abuse of the sick leave privilege is grounds for dismissal.
- 14.6 Sick leave taken for the purposes of keeping an appointment with a physician, dentist, or therapist shall be for the time it takes to keep the appointment and return to work and not for the entire day, unless the Department Head/Supervisor gives prior permission to use sick leave for the entire day, if good cause is shown. Appointments should be scheduled for off duty time.

- 14.7 To be eligible for sick leave after three (3) days or more of absence due to illness, prior to returning to work an employee of the County must submit to their Department Head/Supervisor a note signed by a physician stating that the employee was medically incapacitated for work and is able to return to full duty.
- 14.8 Advance of unearned sick leave is not permitted.
- 14.9 Sick Time Payments:
- A. Employees shall be paid for unused accrued sick time at base hourly wages for any accrual above forty-eight (48) hours. This forty-eight (48) hour accrual or any accrual of less than forty-eight (48) hours shall be carried in a sick leave "account" to the following year.
 - B. Sick leave may be accumulated up to 48 hours. Employees may opt to receive the payout for all 48 hours, as described below, or a portion thereof. Upon honorable separation, including but limited to retirement, furlough or layoff, shall be able to receive a cash out in the amount of not more than 48 hours.
 - C. Sick time buy back benefits will be paid every six (6) months, the second week of June and the first week of December. For the purposes of this provision, any time paid will be based on the accumulation of sick time of one (1) day per month, with the exception of Department Heads at fifteen (15) days per year. Employees may choose whether to receive payment for sick time semi-annually in June and December, or annually in December only.

Article XV

Insurance

15.1 Health Insurance:

- 15.1.1 The Employer shall provide health insurance to eligible employees according to the following schedule of County Subsidies. Employee contributions covering premium costs in excess of the County's subsidy shall be made through weekly payroll deductions. The Employer may change the insurance provider if the plans offered provide similar options to eligible employees.

The County will maintain an individual Health Reimbursement Account (HRA) for each employee participating in the health insurance plan to be used for the payment of the health insurance annual deductibles. The HRA will be maintained by the County or the County's designated third party administrator. The County shall contribute \$250 for a single plan, \$500 for a 2 person plan and \$750 for a family plan, of the annual deductible to the HRA, based upon the coverage selected by the employee.

15.1.2 Employee contributions toward the premiums shall be paid (at their option) with pre-tax dollars and administered through a section 125 plan. In addition, there will also be a Flexible Spending Account which will allow employees to pay for qualified medical expenses on a pre-tax basis. These plans shall be administered at no cost to Employees. The Employer, or designee, shall present continued educational programs for current employees, during working hours, to inform all bargaining unit employees of the Section 125 plans, their existence and available options.

15.1.3 Effective January 1, 2023, the County's share of health insurance premiums, regardless of the option selected shall be as follows:

15.1.4 Full-time Employees:

The County shall pay the following base amounts:

- i. For the single plan, the County will pay \$11,695.53
- ii. For the two-person plan, the County will pay \$23,827.16
- iii. For the Family plan, the County will pay \$31,990.31

15.1.5 Part-time Employees (30-39 hours):

The County will pay the following base amounts:

- i. For the single plan, the County will pay \$10,448.53
- ii. For the two-person plan, the County will pay \$21,414.80
- iii. For the Family plan, the County will pay \$29,245.27

15.1.6 Part-time Employees (20-29 hours):

The County will pay the following base amounts:

- i. For the single plan, the County will pay \$7,535.78
- ii. For the two-person plan, the County will pay \$16,152.30
- iii. For the Family plan, the County will pay \$21,241.47

15.1.7 Once an employee has waived or discontinued the County insurance, employees may not re-enroll until Group Reopening (currently the month of January of each year).

Waiver of Health Insurance Benefits:

Employees who have health insurance coverage under a spouses plan, other than through a Strafford County plan, will be eligible for the waiver of benefits, subject to the criteria detailed in this section. Full time employees will be compensated fifty dollars (\$50) per week. (Pay in Lieu of Benefits) and part time employees who work at least 20 hours per week are eligible for prorated compensation.

To be eligible for this benefit, employees must meet the following criteria:

- (a) Have and show proof of their coverage in a spouse's plan.
- (b) Initially, attend an informational seminar presented by the County explaining the health insurance plans.

Once an employee has waived or discontinued the County insurance, employees may not re-enroll until Group Re-opening (currently the month of January of each year).

15.1.8 Employees who receive compensation in lieu of health insurance must show proof of that health insurance annually, in October or upon request of the Personnel Department.

15.1.9 It is the employee's responsibility to notify the County when they no longer have other health insurance. At this time they will become ineligible for compensation and they will become eligible to pick up health insurance at Group Reopening, in January.

15.2 **Dental Insurance:**

15.2.1 The Employer shall provide a dental plan, Anthem Dental with the same coverage as in effect for existing plans. The Employer may change the dental insurance provider if the plan offered provides similar coverages and options to eligible employees.

15.2.2 Employee Cost (contributions are as follows):

	<u>Employment Category</u>	<u>Cost Per Week to Employee</u>
i.	40 hours per week	No employee cost
ii.	30-39 hours per week	\$5.00
iii.	20-29 hours per week	\$6.00
iv.	12-19 hours per week	\$7.00

15.2.3 Employees to be eligible must work at least twelve (12) hours per week. Application must be made within the first sixty (60) days of eligible employment for membership to be effective after three (3) full months of employment; otherwise, membership can only be accepted on the anniversary date of July 1, by applying before June 1.

15.2.4 Management agrees to provide two (2) person and family dental insurance at a cost to the employee of the difference between the single person premium rate and the two (2) person premium or family premiums rate, dependent upon the level of coverage selected by the employee. Single person coverage shall be provided to all eligible full-time employees at no cost.

15.2.5 Employees may elect to have their contributions to cover premium costs paid with pre- tax dollars and administered through a Section 125 plan.

15.3 **Worker's Compensation:**

15.3.1 Employees (or their beneficiary in the event of death) disabled as the result of an injury or illness which is work related, may receive cash payments and medical and hospital expense benefits. State law and applicable insurance contracts establish benefits and conditions.

15.3.2 An accident report form must be filled out at the time of the accident. Failure to report an accident may result in loss of benefits and disciplinary action. Forms may be obtained from your supervisor/department head.

15.3.3 The County pays the entire cost of Worker's Compensation insurance. When returning from Worker's Compensation leave, the employee must provide the Employer with a certification from a physician stating the Employee may resume light/limited or full duties

15.3.4 An employee may utilize accumulated sick leave or vacation to cover the period of time between the occurrence of a job related injury or disease and the onset or availability of Worker's Compensation payments.

15.3.5 At any time after a job related disability, the employee may request that accumulated sick and vacation leave be used as special disability leave to either provide for continued receipt of pay or to supplement the payments noted above. In no case shall the combination of Worker's Compensation payments and sick/vacation leave used equal more than one hundred percent (100%) of the employee's regular rate of pay.

15.3.6 The County will provide alternative/transitional duty programs for employees injured on the job and unable to assume the full duties and responsibilities of their job in compliance with RSA 281 A:23-B.

15.4 **Disability Insurance:**

15.4.1 Employees must complete one (1) year of employment before becoming eligible for the County's short term disability plan.

15.4.2 The County will provide a short-term disability plan for employees working a minimum of twenty (20) hours per week.

15.4.3 The County shall provide disability insurance at the rate of two-thirds (2/3) base pay for a period of up to six (6) months in a twelve (12) month period. Disability insurance shall be effective after the seventh (7th) consecutive day of absence due to non-work related sickness, illness, injury or disability. Full-time employees will be required to use forty (40) hours of sick leave during the seven (7) calendar days of absence prior to disability payments. Part-time employees shall be paid sick leave for

the seven (7) day elimination period at the rate consistent with the number of hours they work in a week. To be eligible for disability coverage, the employee must obtain an application for disability insurance from the Human Resources/Personnel Office and must complete and return this form within the first ten (10) days of absence due to disability. This statement must include a statement from the physician stating reasons, diagnosis, and expected length of total disability. To be eligible for continued coverage, the employee must obtain a verification of continuing disability from their physician every thirty (30) days, or as required by the insurance carrier, and forward it to the Human Resources/Personnel Office. Employees may use their accrued benefits to supplement disability pay. An employee's total pay may not exceed the amount received in normal weekly pay. The employee may be required to see the County's health care provider. If required disability statements are not timely, the employee may not be eligible for retroactive payment of disability payments.

15.4.4 While on disability, an employee shall not be entitled to earn or accrue holiday, vacation, sick leave, or other benefits related to length of employment. While on disability, an employee will not forfeit or lose any benefit or seniority gained prior to the inception of such leave.

15.5 **Life Insurance:**

15.5.1 The County will provide a life insurance policy for employees working a minimum of twenty (20) hours per week after ninety (90) days of employment. The life insurance policy is renewed on a yearly basis and the value may change as the policy changes. See the Human Resources/Personnel Office for current coverage.

Article XVI

Time-Off Benefits/Leaves of Absences and Educational Benefits

16.1.1 **Bereavement Leave:** A full-time employee who suffers the death of a mother, father, sister, brother, daughter, son, or spouse will be given time off on any regularly scheduled work days for a period of seven (7) calendar days beginning from the date of death, with straight-time base pay for each of the days which said employee would have otherwise worked. The employee may request of the Sheriff, an alternative time period for the period of seven (7) calendar days of paid time off.

16.1.2 An employee is granted eligibility for paid bereavement leave upon successful completion of their probationary period.

16.1.3 A full-time employee who suffers the death of mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, legal guardian, or other relative living in the household will be given time off on any regularly scheduled work days for a period of three (3) calendar days beginning from the date of death, with straight-time base pay for each of the days which said employee would have otherwise worked.

- 16.1.4 An employee who suffers the death of a foster parent, sister-in-law, brother-in-law, and grandparent-in-law shall have one (1) day paid leave to be charged as sick time.
- 16.1.5 Part-time employees will be given prorated time off with pay only for days normally scheduled to work and for the number of hours scheduled.
- 16.1.6 Requests for bereavement leave for death of other extended family members or friends shall be presented to the Sheriff. Sick leave shall be charged for such leave.
- 16.1.7 An employee who suffers the death of an aunt or uncle shall be given time off on any regularly scheduled work day for a period of one (1) day on the date of services with straight time base pay for the day which said employee would have otherwise worked.
- 16.2 **Military Duty/Leave:**
- 16.2.1 The County will grant any employees an unpaid leave of absence to fulfill their active duty requirements for their branch of service. Employees are entitled to reinstatement in accordance with State law (RSA 110-C: 1) and federal law (USERRA, 38 USC 4301, et seq).
- 16.2.2 **Notification:** Reservists must notify the County in advance, unless notice is precluded by Military necessity or some factor beyond their control. This notice can be oral or in writing and can be provided by the employee or by a responsible representative of the employee's Unit. Written notice is strongly recommended.
- 16.2.3 **Pay Continuance:** The County will provide to Reservists, who are called to active duty, for more than thirty (30) days, not including normal drills or annual training, the difference between County and Military pay for ninety (90) day. This will be based on total County pay vs. Military pay. Leave earning statements must be provided to the County Human Resource/personnel office prior to receiving any compensation. Differential pay will be reported on a 1099 form at year end, with no FICA, Medicare, or Federal Withholding Tax and listed as Military Differential pay.
- 16.2.4 **Vacation and Sick Time Accruals:** Accruals will be terminated after a period of ninety (90) days.
- 16.2.5 **Health Insurance:** If an employee participates in a health care plan with the County, the employee is entitled to have this insurance continued while on active duty of more than thirty (30) days. When on active duty for more than thirty (30) days, the employee and employee's dependents are provided military health care. If preferred, the employee may continue the plan through the County for up to eighteen (18) months, but will be required to pay up to one hundred and two percent (102%) of the cost of coverage. This means the employee will have to pay the premium paid by the County, plus a two percent (2%) administrative fee.

16.2.6 When returning from active Military duty, it is strongly recommended that the employee contact the County well before his/her release to get the Employee's health care reinstated, even if the Employee does not intend to go back to work right away. The Employee should take steps to ensure there is no gap in coverage between the time Military health care ends and County healthcare coverage is reinstated.

16.2.7 **Retirement:** Upon from returning the employee's tour of active Military duty, it will be necessary to provide the New Hampshire Retirement System with a copy of the employee's DD Form 214. The employee's Military service time will be considered for vesting and benefit accrual purposes.

16.2.8 **Re-employment:** The employee must apply for Re-employment in a timely manner following release from active Military duty. Timeliness depends on the length of the employee's service. For service less than thirty-one (31) days, the employee generally must report to work at the next normal shift following release, allowing time for safe home travel and eight (8) hours rest. For thirty-one (31) to one hundred and eighty (180) days, the employee has fourteen (14) days following release to apply; for more than one hundred and eighty (180) days, the employee has ninety (90) days to return to work. These periods are extended if the employee sustains or aggravates an illness or injury while on active military duty.

16.2.9 **Limit for Re-employment Rights:** There is a five (5) year cumulative total of military service that the County is required to support. Not included in that total are:

- i. Inactive duty training (drills)
- ii. Annual training
- iii. Involuntary recall to or retention on active duty
- iv. Voluntary or involuntary active duty to support of way
- v. National emergency, or certain operational missions
- vi. Additional training requirements determined and certified in writing by the Service Secretary, and considered to be necessary for professional development or for completion of skill training or retraining.

16.2.10 Employees must serve satisfactorily or have been released from Military service under conditions other than dishonorable.

16.3 **Jury Duty:**

16.3.1 Full-time employees required to serve on jury duty will be paid the difference between the amount received for juror's compensation and straight time earnings lost during such jury duty, if any.

- 16.3.2 Part-time employees will receive the difference in pay only on days and hours normally scheduled to work.
- 16.3.3 Employees should give an advance notice of at least twenty-four (24) hours of jury duty to the Department Head/Supervisor. Acceptable proof of duty time and dates and jury pay must be given to the Human Resources/Personnel Office prior to receiving jury duty pay.
- 16.3.4 If Jury duty is on a scheduled work day and ends prior to the end of the employee's work shift, the employee shall report to work for the balance of their scheduled shift.
- 16.3.5 Any employee required to serve on jury duty will be allowed reasonable travel time before and after service, from their scheduled work place, to allow such service; however, they are required to work all scheduled hours not required by jury duty or travel time.
- 16.4 **Other Leaves:**
- 16.4.1 Other leaves without pay may be granted only at the discretion of the Sheriff. Such leaves will begin after the employee has used all accumulated leave time with the exception of sick time. If such leave does not exceed thirty (30) consecutive days, the employee will be reinstated to his/her former position and shift. If possible to do so, the employee will also be reinstated to his/her former unit. If the leave exceeds thirty (30) consecutive days, the employee will be given the first opportunity to return to a position he/she is qualified for and his/her former position and shift. If possible to do so, the employee will also be reinstated to his/her former unit.
- 16.4.2 Upon expiration of a leave where position and shift is held, an employee may request an additional leave of absence, which position and shift may or may not be held, at the discretion of the Department Head/Supervisor.
- 16.4.3 In the event the employee wishes to return to work prior to the expiration of an approved leave of absence, he/she must give the Department Head/Supervisor two (2) weeks advance notice. Early returns are at the discretion of the Department Head/Supervisor.
- 16.4.4 While on unpaid leave of absence, an employee shall not be entitled to earn or accrue holiday, vacation, sick leave, or other benefits related to length of employment. While on unpaid leave, an employee will not forfeit or lose any benefit or seniority gained prior to the inception of such leave.
- 16.5 **Military Leave**
- 16.5.1 The County will grant any employees an unpaid leave of absence to fulfill their active duty requirements for their branch of service. Employees are entitled to reinstatement in accordance with State Law (RSA 110-C:1) and Federal law (USERRA, 38 USC 4301, et seq).

- 16.6 Employees are eligible to apply for tuition assistance in accordance with the Eligibility Requirements and Procedures of the Strafford County Tuition Assistance Program Policy and Procedures as established on June 1, 1999 and revised on July 11, 2013. It is understood the County may, voluntarily amend or terminate this program at their discretion and within the obligations for which they are responsible under the conditions of the program.
- 16.7 A current Employee who refers a candidate for hire as a Deputy will be awarded one (1) paid bonus day off at the time the candidate successfully completes both the hiring process and six (6) months of the probationary period.

Article XVII

Uniform Replacement

- 17.1 The County will replace, at no cost to the employee, any and all uniform articles which were issued by the County and required by the County, which were stolen or irreparably damaged during the course of duty, including outside details. In order for the County to replace, the employee must furnish in writing to his/her immediate supervisor the nature of the damage and the incident surrounding same. Upon reissuance, the damaged item will be turned in to his/her immediate supervisor.

ARTICLE XVIII

Pay Policy/Deductions

- 18.1 Every effort is made to avoid errors in employee paychecks. If an employee believes an error has been made or an improper deduction taken, report it to the Department Head/Supervisor immediately. He/She will take the necessary measures to research the problem and to assure that any necessary correction is made promptly.
- 18.2 The County is required by law to make certain deductions from employee paychecks each time one is prepared. Among these deductions are Federal, State and local income taxes (if applicable), and your contribution to Social Security (FICA) and Medicare as required by law, as well as any attachment of pay by the Internal Revenue Service (IRS), or the Courts. These deductions will be itemized on the pay stub or direct deposit slip. The amount of the deduction will depend on earnings and on the information Employees furnish on W-4 forms.
- 18.3 Other deductions may include employee contributions to medical and dental insurance, short term disability, any contributions to deferred compensation (457) plan, or similar contributions, such as the Flexible Spending Account, as well as direct deposit as authorized by the employee. As noted, if an employee believes that his/her pay has been subject to an improper deduction, employees should let

their direct supervisor know immediately. The County will investigate the matter and make any adjustments that are warranted.

18.4 The Following is a list of deductions that will be taken from the employee pay:

- i. Social Security (FICA & Medicare)
- ii. Federal Withholding Tax (FWT): Deductions depend upon the most recent W-4 authorization signed by the employee. Changes in family or marital status or dependents will affect the amount of tax withheld, so such changes in deductions must be reported promptly to the Human Resources/Personnel Office by completing a new W-4 form.
- iii. Out-of-State Residents: State taxes will be deducted as appropriate for the employee's state of residence.
- iv. State Retirement Fund: Employees who work thirty-five (35) hours or more weekly are required to enroll in the New Hampshire Retirement System (NHRS) on the date of employment. Employees are responsible for completing the necessary forms immediately upon employment or when obtaining a position with thirty-five (35) or more hours per week. For further information, contact the Human Resources/Personnel Office. Employees are required to present their birth certificate, Social Security card at orientation for retirement system purposes. This is a defined benefit plan with tax deferred status.
- v. Direct Deposit: Direct Deposit of an employee's pay is available to the bank or credit union of the employee's choice.
- vi. Section 125: section 125 premium offset plan is offered to employee's health and dental insurance premiums. This allows payment to these benefits with pre-tax dollars to lower the taxable income, thus paying less in taxes. If the employee wishes to participate in Section 125, an election form must be signed upon employment or prior to open enrollment (currently Jan.) to continue the benefit.
- vii. Union Dues are outlined in Article V of this Agreement

18.5 **Weekly Paycheck**

18.5.1 Paychecks are available to bargaining unit employees at 2:00 PM on Thursday except that 11:00 PM - 7:00 AM shift employee's checks will, normally, be available at 7:00 AM Thursday. Checks which are available at 7:00 AM **cannot** be cashed or deposited until 2:00 PM on Thursday. When Holidays fall on Thursday, checks will be available at 2:00 PM on Wednesday.

- 18.5.2 All bargaining unit employees who have been authorized by proper authority, to leave their shift early on a scheduled payday shall be issued their weekly paycheck at least one-half of one hour before their authorized time of departure, but not earlier than 12:00 noon.
- 18.6 Employees will be reimbursed for expenses up to Fifty Dollars (\$50) per partial/full day, overnight stays of travel to cover food, parking, transportation transfers, tips, unexpected expenses, etc. receipts for expenses must be submitted for purposes of support of reimbursement. Situations may present themselves that the Sheriff or his designee may increase the reimbursement based on the situation.

Article XIX

Drug and Alcohol Policy

- 19.1 Employees shall not possess, use, or sell illegal controlled substances or alcoholic beverages while on duty.
- 19.2 Employees shall not report to work or attempt to work while under the influence of illegal controlled substances or alcoholic beverage. Employees shall not report to work or attempt to work while suffering from effects of prescription or over-the-counter drugs or medication which would impair their ability to do their job.
- 19.3 The Sheriff or their respective designee(s) may enforce this policy:
- i. By requiring employees to submit to drug and or alcohol testing, and/or
 - ii. by conducting searches of employees and their personal belongings located upon the premises, upon reasonable suspicion that the employee is under the influence of an illegal controlled substance or alcoholic beverage or that the employee is concealing illegal controlled substances or alcoholic beverages in the area to be searched. Reasonable suspicion shall mean the quantity of proof or evidence that is more than a hunch, but less than probable cause.

Reasonable suspicion must be based upon specific, objective facts and any rationality derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual reported to work under the influence of medication, illegal controlled substances or alcoholic beverages, is or has been using illegal controlled substances or alcoholic beverages while on duty or is under the influence of illegal controlled substances or alcoholic beverages while on duty. The name of any such designee of the Sheriff who is authorized to enforce this policy shall be provided in writing to the Union. An employee shall not be under any obligation to follow any directive under this policy from any designee who has not previously been identified in writing to the Union.

- 19.4 Drug and/or Alcohol testing shall include in the reasonable suspicion of alcohol in accordance with Section 19.3 do a breath test administered by a certified officer or upon request or in the case of a suspicion of drugs other than alcohol, providing urine or blood samples at a medical facility (not a County facility) qualified to perform drug and/or alcohol testing. If the employee has been ordered to submit to a urine test, the employee may also have the option of having a blood test performed. All testing shall be performed at the expense of the County. A positive test result for an illegal controlled substance or alcoholic beverage shall be disclosed to the Sheriff or their respective designee(s). However, the confidentiality of every employee's medical information shall be maintained as required by law.
- 19.5 Employees may be discharged from employment or subject to other disciplinary action as the County may determine if the employee:
- i. Fails to comply with this policy or to cooperate with the Sheriff or their respective designee(s) in the administration of this policy.
 - ii. Exhibits behavior that is harmful or potentially harmful to him/herself, the general public or other employees.
 - iii. Does not obtain professional treatment for alcohol or drug dependency.
 - iv. Refuses to provide documentation of treatment.
 - v. Does not meet the goals of the treatment plan in a timely fashion as presented in such treatment plan.
 - vi. Refuses to submit to independent testing under section 19.3 above, at County expense, if requested to do so by the Sheriff or their respective designee(s).
- 19.6 Any employee who is diagnosed as dependent on alcohol or drugs by a medical professional, a certified counselor or an accredited treatment facility shall receive the same consideration as employees with other serious illnesses. The employee may be placed on leave in accordance with the provisions of this Agreement until the employee presents the Sheriff or their respective designee(s) with a fitness for duty certificate and a plan of treatment from a medical professional, a certified counselor or an accredited treatment facility. The employee may be required to present periodic documentation from the medical professional, certified counselor, or treatment facility of ongoing fitness for duty and treatment whether the employee remains on leave or returns to work.
- 19.7 In the event of drug testing, such testing shall at least fulfill the requirements set forth in 49 CFR 40, US Department of Transportation Procedures for Transportation Work Place Drug Testing Programs.

Article XX

Layoff and Recall

- 20.1 Layoffs must be for a valid and verifiable reason.
- 20.2 Layoffs shall be done in reverse seniority. E.g. last hired; first to be laid off, with the exception that Deputies with specialized skills and/or certifications may be retained by order of the Sheriff.
- 20.3 Three (3) weeks' notice of any impending layoffs will be sent to each affected employee.
- 20.4 Any vacancies which occur within the Office and within one (1) year of the layoff shall be offered to the laid off Deputies, who are qualified, before outside candidates are hired.
- 20.5 Recall shall be in reverse order of seniority except that Deputies may be recalled to any vacant position. Previous assignments will not be a factor in recall nor will lay-off be restricted to previous positions.

Article XXI

Separability

- 21. 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 XXII

Promotional Process

- 22.1 All permanent members of the bargaining unit who are not on probationary status may compete for promotion to Sergeant.
- 22.2 Promotional opportunities will be posted as soon as practicable by the Sheriff or designee.

22.3 The promotional process will be comprised of and graded by the following criteria:

1. A written examination comprised of Strafford County Sheriff's Office policies; Standard Operating Procedures; Rules and Regulations; NH RSA's (use of force, criminal, and motor vehicle); and supervisory materials provided to the employee by the County. The value of the written test will be sixty percent (60%) of the subtotal score.
2. An oral examination (Oral Board/Assessment Center) consisting of three (3) neutral persons; two (2) chosen by the Sheriff or designee; and one (1) resident of Strafford County. The value of the oral examination will be forty percent (40%) of the subtotal score.
3. One (1) additional seniority point will be added to each applicant's subtotal score for each year of their prior service to the County [to a maximum of five (5) additional seniority points], resulting in the applicant's final score.
4. A promotional list ranked by final score will be posted and will remain in effect for one (1) year. Promotions to Sergeant will not deviate from the promotional list. If no candidates remain on the promotional list prior to its expiration, a new promotional process will be conducted.
5. The County will allow a reasonable amount of time between the announcement of a promotional process and the commencement of the promotional process to allow interested candidates to receive materials and to study.
6. The promotional process will not discriminate against any candidate due to any status or characteristic protected by local, state, or federal law or ordinance.

Article XXIII

Term of Agreement

23.1 This Agreement shall become effective January 1, 2024 and shall expire December 31, 2024.

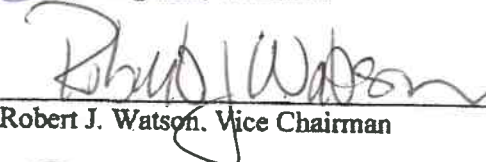
SIGNED:

Stafford County Commissioners

Date: 4.11.24


George Maglaras, Chairman


Date: 4/11/24


Robert J. Watson, Vice Chairman

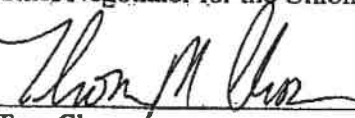
Date: 4/11/24


Deanna S. Rollo, Clerk

Date: 4/1/2024


Stephen J. Arnold, Sr.
Chief Negotiator for the Union

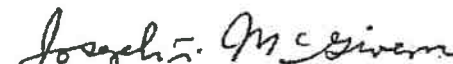
Date: 4/3/2024


Tom Closson
Chief Negotiator for the County

Date: 4/2/2024


Eric Millar, Union President

Date: 4/3/2024


Sheriff Joseph McGivern

SHRFU Sheriff's Department Wage Scale 1/1/2024 (SCHEDULE A)

INCREASE 1 STEP 1/1/24

1.045 1.04
 1.055 \$0.50
 0.40 1.03
 0.05
 1.02 1.029

	Probation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade 6	18.99	19.26	19.58	19.84	20.14	20.42	20.72	21.01	21.29	21.59	21.85	22.15	23.48
Grade 7	20.34	20.63	20.91	21.22	21.55	21.83	22.15	22.50	22.76	23.11	23.40	23.70	25.17
Grade 8	21.92	22.74	23.19	23.66	24.13	24.61	25.11	25.61	26.12	26.64	27.18	27.72	28.27
Grade 11	29.93	30.53	31.14	31.76	32.40	33.05	33.71	34.38	35.07	35.77	36.49	37.22	37.96

JOB CLASSIFICATION (GRADES)

- Grade 6 Sheriff Clerical
- Grade 7 Sheriff Secretary
- Grade 8 Sheriff's Dispatcher
- Grade 11 Deputy Sheriffs

2023 increase 4.5%

2024 ELIMINATES PROBATIONARY STEP, INCREASES STEP 1 BY 2% AND BUILDS 2% OFF NEW STEP 1.
 INCREASE ONE STEP 1/1/24