

COLLECTIVE BARGAINING AGREEMENT

STRAFFORD COUNTY SHERIFF'S OFFICE

AND

STRAFFORD COUNTY SHERIFF'S SUPERVISORY
EMPLOYEES UNION, STATE EMPLOYEES ASSOCIATION OF
NH, INC., LOCAL 1984, SERVICE EMPLOYEES
INTERNATIONAL UNION

January 1, 2024 through December 31, 2024

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Preamble

Agreement made and entered into as of January 1, 2024 between the Strafford County Sheriff's Office, County Farm Road, Dover, New Hampshire (hereinafter called the "Employer") and the Strafford County Sheriff's Supervisory Employees Union, State Employees' Association of New Hampshire (SEA), Service Employees International Union (SEIU), Local 1984, (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 Sheriff Captains, Sheriff Lieutenants, Sheriff Sergeants, Sheriff Communications Director, and Sheriff Communications Supervisors and/or any other position(s) as ordered by the New Hampshire Public Employee Labor Relations Board (PELRB).
- 1.3 The bargaining unit shall exclude the Sheriff, Chief Deputy, Major, 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 and/or any other position(s) which are included by order of the New Hampshire Public Employee Labor Relations Board (PELRB).
- 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.

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, sexual preference, marital status, veteran status, sexual orientation, or any other characteristic protected by federal, state, or local law/ordinance. Neither shall the Employer nor the Union discriminate against any handicapped applicant or employee 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. The County will not discriminate against any qualified individual with a disability and will consider all applicants who are able to perform the essential functions of the job with or without reasonable accommodation.
- 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. The Employer shall have the right to discharge, suspend, or discipline employees for valid, reasonable and verifiable cause.

- 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 disturbances, 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, and Councilor. The Employer shall also recognize two Stewards as may be appointed by the Union for the purpose of representing employees and for the investigating, filing and settling of grievances.
- 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.
- 4.4 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.
- 4.5 An individual who is not a member of the Association who requests services of the Association will be charged the full fair cost to the Association of such non-members representation. The cost of such representation will be determined by the Association

and posted by July 1 each year. The County will assume no liability for the provisions of this Section of the CBA.

- 4.6 Bargaining unit employees who hold a union position as an officer, steward or councilor shall be granted paid leave to attend union meetings, training or other union related matters/activities. Eight (8) paid hours shall be available annually to be divided among such officers, steward or councilors at the discretion of the union.
- 4.7 Labor/Management Meet: When representative of the local union (SEIU Local 1984) have any issues that come to their attention and feel that a meeting with the Chief Executive officer (High Sheriff) may result in a timely resolution of a pending issue; the union officials can request a meeting with the High Sheriff. The High Sheriff, or his/her designee, will meeting with the union officials within ten business days to hear any concerns. If the two parties cannot come to resolution; any further remedy will revert back to the current collective bargaining agreement.

Article V

Union Security and Dues Check Off

- 5.1 Deduction Right —The Union shall have the right to designate to the County up to two “slots” for payroll deductions to be administered by the County. One slot shall be designated for Union dues, fees, etc., with the remaining slot designated by the SEA/SEIU Local 1984, in writing (for example, the Union may designate, in writing, that the other slot shall be used for AFLAC deductions for bargaining unit employees wishing to participate in one or more of the insurance programs offered by AFLAC).
- 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 Finance Manager of the State Employees’ Association of New Hampshire, together with a list of employees whose dues are transmitted.

Finance Manager
State Employees’ Association of NH SEIU

Local 1984
207 North Main Street
Concord, NH 03301

- 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 shall first discuss the grievance with the grievant's immediate supervisor who shall render a decision concerning the grievance within five (5) work days.
- 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 Major, who shall render a decision within ten (10) work days from the date the written grievance was presented. If the Major, as immediate Supervisor, rendered a decision at the Informal Step, (see section 7.15) the grievance may be submitted to the Chief Deputy.
- 7.4 If the grievant or the Union designated officer/steward fail to present the grievance in writing within ten (10) 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 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/or the Union Representative may present the grievance in writing to the Chief Deputy who shall render a decision within ten (10) work days from the date the written grievance was submitted.
- 7.6 **Step III:** If the grievant and Union Representative fail to present the grievance, in writing, to the Sheriff within five (5) work days after the receipt of the Step II decision or the failure of the Step II hearing officer to respond to the grievance within ten (10) work days provided, the grievances shall be deemed waived. 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 II hearing officer, the grievant and/or the 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.
- 7.7 **Step IV:** If the grievant and the Union Representative 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.
- 7.8 The Strafford County Commissioners shall meet with the grievant and 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.

- 7.9 **Arbitration:** If no decision has been rendered by the Commissioners or if the Union is not satisfied with the grievance decision rendered, then within twenty (20) work days of the date of the meeting with the grievant and the Union may submit a written request to the Public Employees Labor Relations Board (PELRB) to appoint an Arbitrator to resolve said grievance in accordance with the rules and regulations of the PELRB.
- 7.10 The parties may elect to mutually submit the name of an arbitrator acceptable to both.
- 7.11 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.
- 7.12 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.
- 7.13 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.
- 7.14 For the purpose of this grievance procedure, the phrase "work day" means administrative work days of Monday through Friday, excluding holidays.
- 7.15 No individual may hear grievance on more than one stage of the Grievance procedure.
- 7.16 No member of the Collective Bargaining Unit may hear or render a decision on a grievance filed by another member of the unit.

Article VIII

Discharge and Penalties

- 8.1 The Employer shall have the right to discharge, suspend, or discipline employees for just cause.
- 8.2 The Parties recognize the deterrent value and necessity of the ability to impose disciplinary action. Accordingly, the employer will endeavor to:

- a. Act to impose discipline within a reasonable time of the offense.
- b. Apply discipline with a view toward uniformity and consistency.
- c. Impose procedure of progressive discipline including the following actions:
 1. Oral reprimand,
 2. Written reprimand
 3. Suspension without pay.
 4. Demotion.
 5. Dismissal.

The parties agree that there will be appropriate cases that will warrant the administration bypassing some or all of the above progressive disciplinary steps.

- 8.3 Prior to the imposition of any severe discipline (suspension without pay, demotion or dismissal) a hearing shall be required.

Reasonable notice. An employee is entitled to written notice of the charges against him. The written notice must include the time for responding and include a description of the consequences for failing to respond.

An opportunity to respond. The employee must be given an opportunity to present reasons, either in person or in writing, why the proposed actions should not be taken. This opportunity to respond must be prior to the imposition of any discipline.

- 8.4 Prior to the release of any employee records pursuant to an RSA 91-A request, the employer shall notify the Union of any such request that is received within one (1) business day and provide a copy to the union of such materials being requested before being delivered to the requesting party. This provision shall not apply if the SEA is the requesting party.

- 8.5 When the Employer determines that an investigation of the facts and circumstances of an alleged policy violation is necessary, the Employee who is the subject of the investigation will be notified in writing (to include the reason or reasons for the investigation and the policy or policies alleged to have been violated) within seven (7) days of the commencement of the investigation unless the Employer determines that such notification will compromise the confidentiality necessary for the Employer to conduct an ongoing investigation. The Sheriff or designee will make reasonable efforts to keep the Employee who is the subject of any such investigation updated on the status of the investigation and the probable date of completion of the investigation, including responding to reasonable requests for updates from the Employee. If the Employer uses a third party to conduct a personnel investigation involving a bargaining unit

member, the bargaining unit member will be afforded the same rights and protections during the investigation as if the Employer were conducting the investigation.

Article IX **Probationary Period**

- 9.1 All newly hired bargaining unit employees shall serve a one (1) year initial probationary period effective the first day of employment. Bargaining unit employees shall serve a one (1) year probationary period.
- 9.2 All probationary employees shall receive an employee evaluation at four (4) months, eight (8) months, and thirty (30) days prior to the completion of their probationary period.
- 9.3 Probationary periods may be extended by up to six (6) months beyond the one (1) year based upon unsatisfactory performance.

Article X **Wages**

- 10.1 Retroactive to January 1, 2024, all bargaining unit wages will be increased by three percent (3.0%). Effective April 1, 2024, all bargaining unit wages will be increased by an additional three percent (3.0%).
- 10.2 Starting Rate of pay: New employees will normally be paid at the entry rate however the Sheriff reserves the right to credit new employees with previous education and/or experience and grant a start rate of pay to commensurate with that experience.
- 10.3 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.
- 10.4 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 sixty dollars (\$60.00) 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.
 - 10.4.1 Employees assigned to work Hospital Details (but not the Frisbie Hospital Unit) shall be compensated at double the employees' regular hourly rate for all hours worked.

- 10.5 Shift Differential: Employees will be paid a shift differential of one dollar (\$1.00) per hour for all hours worked between the hours of 4:00 PM and 8:00 AM.
- 10.5.1 Weekend Differential: Employees will be paid a weekend differential of One Dollar (\$1.00) per hour for all hours worked beginning Saturday at 12:00 a.m. until Sunday at 11:59 p.m.
- 10.6 Retirement: 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.
- 10.7 On Call: Employees assigned on-call duties 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)

- 10.8 K-9 Handler: 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.

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

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.

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

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.

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

It is further understood, in accordance with Article XI Section 11.8 of the Agreement, the rate of pay shall be at time and one-half which will be fifteen (15) dollars per hour once the employee has completed his/her scheduled eight (8) hours in a day or forty (40) hours in a work week.

- 10.9 Employees assigned by the Sheriff and performing the duties of a Range Officer, Training Deputy or Field Training Officer (FTO) shall receive a differential of \$1.50 per hour for hours worked in such capacity if such duties are not part of the supervisor's job description.
- 10.10 Bus Driver Differential: Any employee 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 Employees are assigned to either a forty (40) hour work week consisting of five (5) eight (8) hour days or four (4) ten (10) hour days.
- 11.2 Communications employees 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 ; "four and three" consisting of two (2) eight (8) hour days and two (2) twelve (12) with three days off; or four (4) ten (10) hour days with three days off.
- 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 The Sheriff may change schedules of existing employees or his designee based upon valid and verifiable reasons provided for in the Management Rights Article of this Agreement. Employees will be provided with three (3) weeks notice of any schedule change.
- 11.5 Nothing herein shall prevent any employee from requesting a schedule change, modified schedule or flexible work schedule.
- 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). Communication employees only working "4/3 schedule" consisting of eight (8) or twelve (12) hours 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 or their daily assignments.
- c. Pyramiding of overtime is not permitted.

11.9 Compensatory Time

- a. Employees will be permitted to receive compensatory time off in lieu of the receipt of overtime pay as detailed in Section 11.8 accrued at a rate of time and one half for all hours worked.
- b. the maximum accrual of compensatory time hours at any time shall not exceed forty (40) hours. Extra hours worked that exceed forty (40) hours shall revert to paid overtime.
- c. Requests for the use of compensatory time off shall be made in accordance with the provisions for vacation leave.
- d. Employees may carry over forty (40) hours of accumulated compensatory time to the following year.
- e. Upon request, an employee shall be paid for the hours in excess of the forty (40) hours of accumulated compensatory time in paragraph (d) or upon request for all hours accumulated.

11.10 On Call Schedule

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

Employees 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. One (1) on call deputy supervisor will be assigned on a daily basis.
- b. The on-going list will be issued on a Quarterly basis. Bargaining unit employees 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. Supervisory Deputies on the call list rotation shall be allowed to swap days with any other deputy sheriff, with the approval of the Sheriff or his/her designee.
- 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 supervisory 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. Supervisory 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.

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 two (2) weeks of leave time will be allowed off during the months of July and August. During the month of December, up to one (1) week of vacation may be allowed at the discretion of the Sheriff or designated Supervisor. This provision shall not apply to Communications employees.
- 12.4 Vacation requests will be granted based on seniority and must be submitted to the Sheriff or designated Supervisor 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 shifts. The vacationing employee must fill on-call shifts during such approved vacation leaves.
- 12.5 Scheduling of vacations is the sole responsibility of the Sheriff or designated Supervisor.
- 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 and regular part-time 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. Part-time employees receive prorated benefits.
- 13.2 Employees must complete one year of employment before being eligible for a Personal/Floating holiday.
- 13.3 The following are the official Holidays for this agreement:
- New Year's Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Christmas Day
 - Personal/Floating Holiday
 - Christmas Holiday
 - Juneteenth
- 13.3.1 In addition to the Holidays' provided herein, bargaining unit employees shall be entitled to an additional day off at the employee's normal rate of pay for the employee's birthday. Such day of 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.
- 13.4 Employees who work in operating units which close 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.

- 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 physician's note. If a physician's note is provided the employee will be paid for the holiday and will suffer no loss of accrued sick time.
- 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 medical excuse.
- 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.
 - 13.7.1 Communications employees' not scheduled to work on a calendar holiday shall be paid an additional day's pay at the employee's regular rate or they may bank holiday. Employees' who work on a calendar holiday shall be paid at the rate of time and one half for all hours worked and may elect to be paid an additional day's pay at the employee's regular rate or bank the holiday.
 - 13.7.2 Banked holidays must be taken within six months of the holiday's observance or if not taken shall be paid the employee at the employee's regular rate in the next payroll cycle.
- 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 If an employee is on leave of absence or absent on uncompensated time, there will be no holiday pay paid or accrued.
- 13.11 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 allowed in the case of actual necessity occasioned by illness or disability of the employee, or because of substantiated illness of an employee's child, or as may

otherwise be provided in this agreement. Employee accrual rates will be in accordance with the Strafford County Policy on the accrual of sick leave in effect as of October 1, 2023.

- 14.2 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 notify the Department Head/Supervisor. The employee will be paid sick time for the non-worked balance of his/her shift if the employee has sick time available.
- 14.3 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.
- 14.4 Sick leave may be taken with the proper approval of the Supervisor, for the purposes of keeping an appointment with a physician, dentist or therapist.
- 14.5 The Supervisor may require a note signed by a physician stating that the employee was medically incapacitated for work after an employee uses three (3) days or more of absence due to illness.
- 14.6 Advance use of unearned sick leave is not permitted.
- 14.7 Sick Time Payments:
 - A. Employees shall be paid for unused accrued sick time at the 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 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 on one (1) day per month Employees may choose whether to receive payment for sick time semiannually 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 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 will pay the following base amounts:

- i. For the single plan, the County will pay **\$10,718.36**
- ii. For the two-person plan, the County will pay **\$21,877.95**
- iii. For the Family plan, the County will pay **\$30,030.91**

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 **\$9,502.60**
- ii. For the two-person plan, the County will pay **\$19,083.99**
- iii. For the Family plan, the County will pay **\$25,463.23**

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 **\$6,893.76**

- ii. For the two-person plan, the County will pay **\$13987.47**
- iii. For the Family plan, the County will pay **\$18,235.75**

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 spouse’s 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 sixty-five dollars (\$65.00) 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/her 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 reenroll 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.

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/her form within the first ten (10) days of absence due to disability. This/her 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:

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 and shall not be unreasonably denied. 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: Employees 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 the military. Written notice is strongly recommended.
- 16.2.3 Pay Continuance: The County will provide to employees, 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.
- 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 and the employer 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 Reemployment: 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 Reemployment 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 war
- v. National emergency, or certain operational missions
- vi. Additional training requirements determined and certified in writing by the Service Secretary, and considered necessary for professional development or for completion of skill training or retraining.

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 Leave:

16.4.1 Leave without pay may be granted at the discretion of the Sheriff. Such leave will begin after the employee has used all accumulated paid 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, 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, 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 revised on July 11, 2013. 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 new 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 the field training 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 returned to the employees 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. The Department Head/Supervisor 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 the employees 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 (457b) 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/her pay has been subject to an improper deduction, employees should let their Department Head/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 may 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: A voluntary 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.

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/her 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 designee(s) may require employees to submit to drug and or alcohol testing based on reasonable suspicion, and/or by conducting searches of employees with a duly executed search warrant of 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/her policy shall be provided in writing to the Union. An employee shall not be under any obligation to follow any directive under this/her policy from any designee who has not previously been identified in writing to the Union.

- 19.4 Drug and/or Alcohol testing shall be based on reasonable suspicion of alcohol impairment in accordance with Article 19.3. The employer may administer a breath test by a certified officer using calibrated equipment or in the case of a suspicion of drugs, by requiring a urine or blood sample test 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 subject to disciplinary action as the County may determine if the employee:

- i. Fails to comply with this/her policy or to cooperate with the Sheriff or their respective designee(s) in the administration of this/her 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/her 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 **Separability**

20.1 If any provision of this/her 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/her Agreement and application thereof will continue in full force and effect.

Article XXI

Layoff and Recall

- 21.1 Layoff is defined as an Employee's involuntary separation due to lack of work, lack of funds, downsizing, restructuring, or reorganization.
- 21.2 Layoffs shall be done in reverse seniority. E.g. last hired; first to be laid off, with the exception that Bargaining Unit members with specialized skills and/or certifications may be retained by order of the Sheriff.
- 21.3 Three (3) weeks' written notice of any impending layoffs will be sent to each affected employee.
- 21.4 Any vacancies which occur within the Office and within one (1) year of the layoff shall be offered to the laid off Bargaining Unit members, who are qualified, before the outside candidates are hired.
- 21.5 Recall shall be in reverse order of seniority except that Bargaining Unit members 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.
- 21.6 If a laid off employee refuses to return to work they will be placed at the bottom of the recall list for future opportunities of recall.

Article XXII

Term of Agreement

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

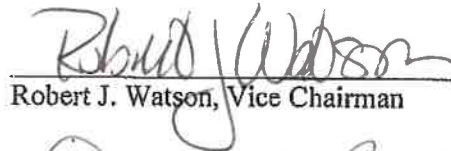
SIGNED:

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: APRIL 2, 2024


Neil Smith
SEA Staff - Chief Negotiator for the Union


Date: APRIL 2, 2024


Riley Pfeffer
SEA Staff


Date: April 2, 2024


Tom Closson
Chief Negotiator for the County

Date: April 2 2024


Bryant Scott
Union President

Date: 4/9/24


Sheriff Joseph McGivern

SHERIFF ADMINISTRATIVE UNIT

SHRFU

JANUARY 1, 2024

1/1/24 INCREASE WAGES BY 3%

1.045

1.04

GRADE	JOB GRADE/CLASSIFICATION	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	STEP 13	STEP 14
1	COMMUNICATION SUPERVISOR	\$25.29	\$26.55	\$27.35	\$28.17	\$29.01	\$29.89	\$30.78	\$31.70	\$32.66	\$33.64	\$34.65	\$35.69	\$36.75	\$37.86	\$38.99
2	COMMUNICATION DIRECTOR	\$34.49	\$36.21	\$37.31	\$38.42	\$39.58	\$40.76	\$41.99	\$43.25	\$44.54	\$45.88	\$47.25	\$48.67	\$50.13	\$51.64	\$53.19
3	SHERIFF SERGEANT	\$31.61	\$33.20	\$34.19	\$35.21	\$36.27	\$37.36	\$38.48	\$39.63	\$40.83	\$42.05	\$43.31	\$44.61	\$45.95	\$47.33	\$48.75
4	SHERIFF'S LIEUTENANT	\$34.49	\$35.53	\$36.60	\$37.70	\$38.82	\$39.99	\$41.19	\$42.42	\$43.70	\$45.01	\$46.36	\$47.75	\$49.19	\$50.66	\$52.18
5	SHERIFF'S CAPTAIN	\$36.23	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55	\$45.89	\$47.26	\$48.68	\$50.14	\$51.64	\$53.19	\$54.79

SHERIFF ADMINISTRATIVE UNIT

SHRFU

APRIL, 2024

4/1/24 INCREASE WAGES BY 3%

1.03

GRADE	JOB GRADE/CLASSIFICATION	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	STEP 13	STEP 14
1	COMMUNICATION SUPERVISOR	\$26.05	\$27.35	\$28.17	\$29.02	\$29.88	\$30.79	\$31.70	\$32.65	\$33.64	\$34.65	\$35.69	\$36.76	\$37.86	\$38.99	\$40.16
2	COMMUNICATION DIRECTOR	\$35.53	\$37.30	\$38.42	\$39.57	\$40.76	\$41.98	\$43.24	\$44.54	\$45.87	\$47.25	\$48.67	\$50.13	\$51.63	\$53.19	\$54.79
3	SHERIFF SERGEANT	\$32.56	\$34.19	\$35.21	\$36.27	\$37.36	\$38.48	\$39.63	\$40.82	\$42.05	\$43.31	\$44.61	\$45.94	\$47.32	\$48.75	\$50.21
4	SHERIFF'S LIEUTENANT	\$35.53	\$36.59	\$37.69	\$38.83	\$39.99	\$41.19	\$42.42	\$43.70	\$45.01	\$46.36	\$47.75	\$49.18	\$50.66	\$52.18	\$53.74
5	SHERIFF'S CAPTAIN	\$37.31	\$38.42	\$39.58	\$40.76	\$41.99	\$43.24	\$44.54	\$45.89	\$47.27	\$48.68	\$50.14	\$51.65	\$53.19	\$54.79	\$56.43