

***COLLECTIVE BARGAINING  
AGREEMENT***

***between the***

**STATE OF NEW HAMPSHIRE**

***and the***

**NEW ENGLAND POLICE BENEVOLENT  
ASSOCIATION, Inc.  
I.U.P.A. Local 9000, AFL-CIO**

**Local 270**

**2011 – 2013**

# State of New Hampshire and NEPBA Local 270

## Preamble

This Agreement is made and entered into between the Local 270 of the New England Police Benevolent Association, Inc., I.U.P.A., Local 9000, AFL-CIO (NEPBA) representing Probation/Parole Officer III's (Supervisors or "Chiefs"), hereinafter referred to as the "Union", the "Association" or "Unit Employee(s)", and the State of New Hampshire, Department of Corrections, Division of Field Services, hereinafter referred to as the "Employer", collectively referred to hereinafter as the "Parties". It is the intent and purpose of the Parties to this Agreement to promote and improve the efficient administration of the NH Department of Corrections, Division of Field Services and the well-being of the classified employees within the meaning of New Hampshire Revised Statutes Annotated 273-A, to establish a basic understanding relative to personnel policy, practices, and procedures and matters affecting conditions of employment with respect to which the Employer is empowered to negotiate, and to provide a means of amicable discussions and adjustment of matters of mutual interest. In consideration of the mutual covenants herein set forth, the Parties hereto intending to be bound hereby agree as follows:

NOTE: Hereinafter, many individual sections of this Agreement open with a title presented in bold face type. These titles are not intended to be read as part of the negotiated language; they are intended only to improve the readability of the Agreement.

## Recognition and Unit Description

**1.1. Recognition:** The Employer recognizes the NEPBA Local 270 hereinafter referred to as the "Union" or the "Association" which shall serve as exclusive representative of all permanent full-time classified employees (Probation/Parole Officer III's (Supervisors or "Chiefs")) in the bargaining unit with the exception of those classified employees excluded from the definition of public employee under the provisions of RSA 273-A:1, IX. The Union recognizes the responsibility of representing the interest of all employees in the unit without discrimination for the purpose as set forth in this Agreement.

**1.2. Other Agreements:** The Employer shall not enter into any agreements, regarding employment relations matters with any other organization or individual purporting to represent any group of employees in the bargaining unit, and shall not furnish any facilities or engage in any type of conduct, which would imply recognition of any group other than the Union as a representative of the employees in the unit.

**1.3. Union:** Reference to the "Union" or the "Association" as exclusive representative of the employees, means Local 270 of the New England Police Benevolent Association, as appropriate under the authority of RSA 273-A, and the Employer shall have no obligation to bargain with and shall not bargain or enter into agreements with any committee, local or district organization of the Union in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Union as authorized representative for such purposes. Further references to the Union in this Agreement means Local 270, of the New England Police Benevolent Association as appropriate under the authority of RSA 273-A.

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**1.4. Mutual Concern:** Nothing in this section shall prevent the Employer from discussing matters of mutual concern with the employees of the Department.

**1.5. Equal Application:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit in accordance with state and federal law

## **Management Prerogatives and Rights**

**2.1. Rights Retained:** The Employer retains all rights to manage, direct and control its operations in all particulars, subject to the provisions of law, personnel regulations and the provisions of this Agreement, to the extent that they are applicable. These rights shall include but not be limited to:

**2.1.1.** Directing and supervising employees;

**2.1.2.** Appointing, promoting, transferring, assigning, demoting, suspending, and discharging employees;

**2.1.3.** Laying off employees due to lack of work, for budgetary reasons or for other like considerations;

**2.1.4.** Maintaining the efficiency of governmental operations;

**2.1.5.** Determining the means, methods and personnel by which such operations are to be conducted;

**2.1.6.** Taking whatever actions may be necessary to carry out the mission of the Department of Corrections in situations of emergency, the determination of such situations to be the prerogative of the Employer.

**2.2. "Emergency" Defined:** For purposes of this section "emergency" is defined as any condition or situation out of the ordinary which requires immediate action to avoid danger to life, property, or to prevent losses affecting the Employer, the employee or the general public.

**2.3. "Department" Defined:** For purposes of this Agreement "Department" means the New Hampshire Department of Corrections or its successor.

**2.4. Privatization and Contracting Out:** The Parties recognize the Employer's right to direct and control state services and the Union's interest in the effect of those activities on unit employees subject to the following:

- a. The Employer agrees to provide the Union with forty-five (45) days prior notice and an opportunity to consult and offer alternatives prior to issuing a Request for Proposal (RFP) concerning contracting out or privatizing existing state services that would result in the layoff of current full-time unit employees, a reduction in the base hours or wages of

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current full-time unit employees, or would result in a contract that would place current full-time unit employees under the supervision of a contractor.

- b. The Employer shall not prohibit any contractor from hiring unit employees unless law or ethics policies prohibit it.

## Union Rights

**3.1. Bulletin Boards:** The Employer shall furnish reasonable space on bulletin boards for the use of the Union. The Union shall use this board for posting of notices pertaining to recreational and social activities, Union elections, reports of the Union, or its committees, Union meetings notices, legislative enactments, decisions of the Public Employee Labor Relations Board (PELRB), and judicial decisions affecting public employee labor relations. The Union shall not post any materials which are obscene, defamatory, or impair the operation of the Department of Corrections; or which constitute partisan, political campaign material. Where the Employer finds material posted on the bulletin board to be objectionable as a violation of the Agreement, it will consult with the Union. If such consultation doesn't resolve the Employer's objections, the material in question shall be promptly removed from the bulletin board by the Union. The matter will then be immediately referred to the grievance procedure for resolution. Where the Union posts material on bulletin boards in violation of this Agreement, the Employer may require advance approval of all future material to be posted.

**3.2. Member and Employee Reports:** The Employer agrees to provide payroll deduction information to the Union on a computer disk or other mutually agreed format at least biweekly for the administration of dues deductions and Union programs.

In addition, the Employer shall notify the Union of all newly hired full-time employees, the names and business addresses of all permanent unit employees, and employees who have terminated state service at least monthly on a computer disk, or other mutually agreed format.

These reports shall include, at least, the following:

- employee's name
- employee's home address for Union members only
- employee's work e-mail address if applicable
- employee's state identification number
- employee's payroll number
- employee's labor grade and step
- employee's salary schedule
- employee's business address
- employee's job classification
- employee's date of employment
- employee's adjusted seniority date

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**3.3. Union Business:** The internal business of the Union is required to be conducted by Unit Employees during their non-duty hours. Exceptions to this requirement may be granted by the Employer.

**3.3.1.** Union locals may utilize the Employer's messenger service and, to the extent that they do or may exist, electronic mail system(s) for the duration of this Agreement for internal-Union business, provided that said mailings are clearly identified as the property of the Union

**3.4. Use of Facilities:** Union committees or locals shall be allowed the use of facilities of the Employer for meetings providing that approval of the Employer is secured subject to the following conditions:

**3.4.1.** Such Employer facilities are available and their use for such meetings would not conflict with the Employer's business.

**3.4.2.** Such approval shall be subject to such other reasonable conditions as may be imposed by the Employer.

**3.4.3.** Such approval, if given, will be limited to members of the committee, Unit Employees, Union staff members, and guests.

**3.4.4.** Nothing in this provision shall be construed as a limitation of the rights of the Union, to utilize the Employer's facilities that are otherwise available for public use.

**3.5. Access to Employees:** Staff representatives of the Union shall be allowed to visit work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited. Prior to entering the work area, the representative shall receive permission from the appropriate department head or his/her designee stating the reason(s) for such visitations. Permission shall not be unreasonably denied.

**3.6 Union Time Off:** Each Union Official shall be allowed a reasonable amount of time off without loss of time or pay with prior approval of the Employer for the purpose of attending meetings, conventions, conferences relative to labor relations and legislative appearances.

**3.6.1 President's Leave:** The President of the Local, or his/her designee shall be allowed a cumulative total of 416 hours off per year without loss of time or pay for the purpose of attending meetings, conventions, conferences relative to labor relations and legislative appearances.

**3.7. Access to Employer Intranet Website:** The Employer agrees to provide the Union access to the Employer's intranet website, currently known as Sunspot, on a read-only basis. Such access shall be provided to the Union in a manner that preserves the security and integrity of the Employer's system.

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## Consultation and Labor Management Committee

### 4.1. Consultation

**4.1.1. Obligation to Meet:** The Parties recognize their mutual obligation to meet and confer regarding problems arising out of the employment relationship between the Employer and Unit Employees.

**4.1.2. Matters for Consultation:** It is agreed and understood that policies and procedures related to terms or conditions of employment are appropriate matters for consultation between the Parties, providing however, that neither Party waives or relinquishes their right to negotiate mandatory subjects of collective bargaining providing, however, that the Parties may mutually agree to discuss any subject matter not otherwise included in 4.2.

**4.1.3. Requests:** Consultation shall be requested by either Party in writing, stating the reason for the meeting and the agenda or topic of consultation. Consultation requests by the Union shall be made to the Bureau of Employee Relations or to the Commissioner of the Department of Corrections or another appropriate supervisor by either the Local President or his/her designee, from the Union, or any other Union Official with a copy to the Bureau of Employee Relations. Consultation requests by the Employer shall be made to the Local President or his/her designee.

**4.1.4. Meetings:** A mutually agreeable meeting date shall be established providing that such date shall be within fifteen (15) work days of receipt of the written notice. The time limit may be extended by agreement.

**4.1.5. Attendees:** A Union representative shall represent the Local alone, or with not more than five (5) employees. The Union will state the names and work areas of the employees, if any, who are to attend the meeting. Representatives of the Employer shall meet with the Union representatives. The Manager of Employee Relations may attend such consultations providing that his/her attendance may be specifically requested by notice of either the Union or the Employer.

**4.2. Labor Management Committee:** It is mutually agreed that fostering open communication about policy and other matters related to the employment situation is desirable. The Parties may establish a labor management committee by mutual consent of the Parties. The Labor Management Committee may be dissolved by advance notice of one party to the other. The composition of the Labor Management Committee, its agenda and the frequency of its meetings shall be decided by the Labor Management Committee.

### Dues Check-Off

**5.1. Payroll Deduction:** The Union shall be entitled to have payroll deductions for membership dues from its members.

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**5.2. Written Authorization:** The Union shall be entitled to have payroll deductions for membership dues from any new member who indicates in writing that he/she wishes such deductions to be made.

**5.3. Dues Change:** When Union members vote for a change in Union dues which necessitates a modification of payroll deductions and the Union wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the Comptroller of the State of New Hampshire, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary of the Union with Corporate Seal.

**5.4. Timing/Changes:** To the extent that action is necessary by the Employer to implement the dues deductions, the Employer shall make reasonable efforts to insure that the payroll deductions are put into effect as soon as possible.

**5.5. Withdrawal:** Unit Employees who are members of the Association may withdraw their membership at anytime. The withdrawal shall be in writing and addressed to:

New England Police Benevolent Association, Inc.  
I.U.P.A. Local 9000, AFL-CIO  
c/o Treasurer  
7 Technology Drive, Suite 102  
Chelmsford, MA 01824

**5.6. Timing/Withdrawals:** To the extent that action is necessary by the Employer to stop dues deductions, the Employer shall make a reasonable effort to insure that the payroll deductions are ended as soon as possible.

**5.7. Recovery of Cost:** An individual who is not a member of the Association who requests services of the Association in grievance representation shall be charged the full fair cost to the Association of such non-member representation.

## Basic Work Week

### 6.1. Basic Work Period

**6.1. Work Period:** The basic work period for Unit Employees shall consist of one hundred sixty (160) hours in a twenty-eight (28) consecutive day period.

**6.2. Rest Periods:** No reduction shall be made from the basic workday for rest periods of fifteen (15) minutes in every four (4) hours working time or major fraction thereof; such rest period to be taken insofar as practicable in the middle of such working time. Such rest periods are to be taken in such a manner that the normal delivery of services will not be interrupted.

**6.3. Meal Periods:** Unit Employees shall be allowed a meal period of not less than one half (½) hour nor more than one (1) hour. Such lunch periods shall not be considered working time.

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However, exceptions to this provision may be made upon mutual agreement between the Unit Employee and the Employer.

**6.4. Schedules:** Unit Employees shall have the right to a flexible or alternative work schedule due to the nature of their employment. Unit Employees shall submit to the Employer/supervisor an office and/or field work schedule for the current and upcoming work week which shall take into account his/her assistance in providing appropriate office coverage. Unit Employees agree to inform the Employer/supervisor of any changes to said schedule in a timely manner. The Parties agree that Unit Employees will not be required to work in the evening prior to any holiday as defined by this Agreement.

## Overtime

**7.1. Overtime:** Overtime is defined as authorized work performed in excess of the basic work period of one hundred sixty (160) hours in a twenty-eight (28) consecutive day period.

**7.2. Time Worked:** for the purpose of computing eligibility for overtime compensation, "time worked" shall include all hours actually worked and all hours on approved paid leave status except bona fide meal periods, bona fide rest periods, bona fide commuting time and any time worked for which specific compensation provisions have been established elsewhere in the Agreement. Rest periods as defined by Article VI, Section 6.2. shall not be considered as bona fide rest periods for the purpose of excluding that time from the definition of time worked.

**7.3. Overtime Status:** All Unit Employees covered under this agreement will be classified as non-exempt law enforcement employees.

**7.4. Overtime Rates:** Unit Employees, in recognition of their law enforcement status and their off-duty availability shall be paid wages in accordance with the wage schedule identified by the Employer as L416 and contained in appendix A. The wages are in lieu of any compensation for recall status and the Parties agree that Unit Employees covered by this provision are expected to be available for return to duty during off-duty hours when notified of the expectation or when necessary during an emergency. For the purpose of this section an emergency is defined as any condition or situation out of the ordinary which requires immediate action to avoid danger to life, property or to prevent losses affecting the Employer, a Unit Employee or the general public.

**7.5. Overtime Administration:** The compensation due to Unit Employees who perform authorized overtime work is as follows:

- a. Rate: Non-exempt Unit Employees shall be entitled to one and one-half times the appropriate hourly rate of compensation for each hour of overtime worked.
- b. Work at Higher Rate: If an employee is required to work overtime, overtime will be computed at the employee's regular rate as established in 7.3. above unless the rate of the position assigned is higher, in which case the employee shall receive the higher rate .
- c. Work at Lower Rate: If an employee is required to work overtime in a position with a lower rate of pay, the employee's overtime shall be computed at the employee's regular rate as established in 7.3. above. If an employee volunteers for overtime work in a



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position at a lower rate of pay, then the overtime is computed at the lower rate as established in 7.3. above.

- d. Notices: The supervisor shall give as much notice as is practicable when overtime will be worked and shall inform the employee whether the overtime is voluntary or required. The supervisor shall give at least four (4) hours notice to the employee(s) whenever possible.

**7.6. Overtime Funding:** Whenever funds are not available, Unit Employees who work authorized overtime shall receive compensatory time off equal to one and one-half (1 1/2) times the number of actual hours worked. Compensatory time off shall be used by mutual agreement within one year of the date on which it was earned. If compensatory time off cannot be taken within one year from the date on which it was earned, it must be paid.

### 7.7. Return to Work

**7.7.1. Call Back:** Unit Employees called back to work without prior notice on the same day after once leaving work or before the next regular starting time, shall be guaranteed a minimum of not less than three (3) hours compensation and shall have their "time worked" computed from portal to portal.

**7.7.2. On call:** Any Unit Employee who is required by the Employer to be available for return to duty under conditions which allow the employee reasonable use of the time waiting to be called back to duty for his or her own purposes, shall be deemed to be in on call status. Time spent in on call status shall not be considered time worked for regular compensation and overtime compensation purposes and Unit Employees shall not be entitled to any compensation for being in on call status in keeping with the intent of 7.4. above.

**7.7.3. Standby:** Any Unit Employee who is required by the Employer to be available for immediate return to duty, under conditions which do not allow the employee reasonable use of the time waiting to be called back to duty for his or her own purposes, shall be deemed to be in standby status. Time in standby status shall be considered time worked for regular compensation and overtime compensation purposes.

**7.8. Payment for Compensatory Time:** When a Unit Employee is paid for compensatory time it shall be at the Unit Employee's rate of pay at the time of payment. The Employer will endeavor to ensure payment for overtime work at the time the employee usually receives his paycheck for the period within which the overtime work was performed.

**7.9. Compensatory Time:** For the period of this agreement an employee may receive compensatory time for other than court overtime in lieu of overtime pay upon mutual agreement between the appointing authority and the employee at a rate of not less than one and one-half hours for each overtime hour worked.

An employee may accrue not more than 80 hours of compensatory time to be paid out at the time of separation or retirement at the employee's rate of pay at that time. Any additional compensatory time must be used or paid out by the end of each fiscal year.

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Whenever practicable, the appointing authority shall approve compensatory time off at a mutually agreeable time.

When an employee is paid for compensatory time, payment shall be at the employee's regular rate of pay at the time of payment. The parties agree that since the compensatory time was booked at the rate of one and one half, payment will be made for the compensatory time at straight time which is the equivalent dollar amount of time and one half.

At such time as the State's payroll accounting system is able to discriminate between court overtime and other overtime an employee may by mutual agreement receive compensatory time in lieu of overtime pay under the above provisions.

## Holidays

**8.1. Eligibility:** All Unit Employees shall be entitled to all holidays listed below provided the employee is on pay status on the employee's next regularly scheduled work day preceding and subsequent to the holiday, and employees shall be compensated as provided herein for work performed on these days.

**8.2. Holidays Listed:** The following days are holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. / Civil Rights Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas

### 8.3. Weekend Holidays

**8.3.1.** A Unit Employee who works a Monday through Friday schedule and the calendar holiday falls on a Saturday, the employee shall be allowed the preceding day off. When a holiday falls on a Sunday, the employee shall be allowed the following day off. If the employee works the day preceding or following such a holiday, he/she shall be given another workday off with pay or shall receive payment for that day at the regular rate.

**8.3.2.** A Unit Employee who works other than a Monday through Friday schedule and who is not scheduled to work on a calendar holiday shall be given at the discretion of the Employer (1) another scheduled workday off with pay, or (2) an additional day's pay at his/her regular rate if funds are available.

**8.4. Holidays Worked:** When a Unit Employee works on a calendar holiday, he/she shall receive payment of the holiday at the regular rate and in addition, at the discretion of the Employer, (1) be paid at one and one half times the regular hourly rate for hours actually worked on the holiday or (2) be given compensatory time off equal to one and one half times the number of hours actually worked.

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**8.5. Holidays on Flex Schedules:** The premium compensation provided by 8.4. for those employees on flexible or alternative work schedules shall be limited to eight (8) hours.

**8.6. Floating Holidays:** In addition to the authorized days in 8.2., each employee shall be authorized two (2) floating holidays of his/her choice per fiscal year.

**8.6.1. Accrual:** Unit Employees shall accrue one (1) day on July 1, and one (1) day on January 1 of each fiscal year.

**8.6.2. Equivalence:** A day shall be worth 8 hours.

**8.6.3. Usage:** Days accrued under this provision must be requested in whole days, and granted within the fiscal years covered by this Agreement.

**8.6.4.. Application:** Requests for, and the granting of, shall conform to the pertinent requirements and standards set forth in Article 10.3.

**8.6.5. Denial of Application:** A Unit Employee may grieve a denial by the Employer of a requested floating holiday. The grievance shall be filed in accordance with the grievance procedure in this Agreement.

**8.6.6. Payment of Accrued Time:** Any Unit Employee who terminates for any reason shall be paid for all days earned under section 8.6. if not taken.

## Annual Leave

**9.1. Accrual:** Unit Employees are entitled to accrue annual leave with full pay based on the formula given below. Each employee's accrual shall be computed at the end of each completed month of service. Annual leave shall be cumulative for not more than the prescribed days and shall not lapse.

Continuous Years Worked	Days Accrued per Month	Days Accrued per Year	Maximum Accrual
1 thru 8	1-1/4	15	32
9 thru 15	1-1/2	18	38
16 thru 20	1-3/4	21	44
21 plus	2	24	50

1 1/4 days = 10 hours; 1 1/2 days = 12 hours; and 1 3/4 days = 14 hours.

**9.1.1. Accounting:** For purposes of utilization, leave time shall be converted to hours.

**9.2 Application Conflicts:** Should a conflict arise between two or more Unit Employees requesting the same period of time, the Employer shall, provided all other things are equal, use Departmental longevity as the method of resolving the conflict.

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## 9.3 Application for Use:

- a. The Employer agrees to accept properly executed leave applications within six (6) months of the first day of the period of leave being requested.
- b. The Employer agrees to indicate approval or rejection of the requested leave within two (2) weeks after receiving a properly executed application for leave.
- c. The parties agree that leave shall be granted at mutually agreeable times and the Employer agrees not to unreasonably deny leave requests.
- d. To the extent possible, every employee will be afforded the opportunity to take two (2) consecutive weeks of accumulated leave at least once per calendar year. The Employer may direct employees to take at least one full calendar week of annual leave in a calendar year.
- e. The Employer agrees to provide copies of leave requests to the requesting employee.

**9.3.1. Advance Notice:** Nothing contained in this section or under the terms of the application for leave shall be construed as preventing the Employer from granting requested leave without a notice; and further provided that an employee shall be granted leave on an emergency basis due to unforeseen circumstances. Verification of the emergency may be required by the Employer.

**9.4. Payment of Annual Leave - Probationary Employees:** No payment for accrued but unused annual leave will be made upon separation from employment within the first twelve (12) months of employment.

**9.5. Payment of Annual Leave:** Upon resignation, retirement, or dismissal of any employee in the bargaining unit, he/she shall receive a sum equal to the number of days of annual leave remaining to his/her credit, provided that any or all amounts may be applied to offset any amounts owed the State by the employee. In the event of death of a Unit Employee, a sum equal to the number of days of annual leave remaining shall be paid to his/her estate.

**9.6. Agency Transfers:** Any Unit Employee who changes from the service of one State agency to another, without a break in service, shall at the time of said change have transferred all accumulated leave to his/her credit.

**9.7. Reporting:** All accumulated annual leave time earned by a Unit Employee shall be calculated and reported to each employee twice a year in January and July of each year, provided further that an employee may request at reasonable times an update of his/her annual leave accumulation status.

**9.8. Blood Donations and Bone Marrow Registry Testing:** Unit Employees shall not be unreasonably denied time off without loss of pay or leave for the purpose of making blood donations or undergoing bone marrow registry testing.

**9.9. Inclement Weather:** The Employer shall not arbitrarily or capriciously withhold approval of annual leave requested due to and during periods of severe inclement weather. When the Governor, or his/her designee determines that inclement weather is severe enough to close or delay opening State offices, employees who are not already on leave and who are relieved of

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work due to such a determination, will not be charged leave for the period of closure. Unit Employees who do report to work during periods of closure shall only be entitled to their normal rate of compensation and shall not receive additional leave or compensatory time.

**9.10. Civic Duties:** A Unit Employee who is late for work as a result of duties as a volunteer fire fighter or licensed ambulance attendant or licensed rescue squad attendant, shall be granted use of annual leave and/or accrued compensatory leave to cover the period of lateness, provided that performance of said duties may be verified by the Employer.

**9.11. Civil Leave.** A Unit Employee shall be granted civil leave without loss of pay or leave under either of the following conditions:

- (1) When performing jury duty; or
- (2) When subpoenaed by a governmental body to appear before a court or administrative tribunal in a matter to which the employee is not a party.

Civil leave shall be granted to a Unit Employee on the day(s) the employee is scheduled to work regardless of whether the jury duty or the subpoena obligation and the work hours conflict. Such civil leave shall be granted in an amount equal to the time needed to perform the jury duty or the subpoena obligation, including travel time.

A Unit Employee on civil leave shall surrender to the state any fees received for such activity, less mileage reimbursement for use of the employee's own vehicle.

**9.12. Leave of Absence:** Any Unit Employee who requests a leave of absence without pay shall not be required to utilize and exhaust his/her annual leave prior to being granted such leave of absence.

**9.13. Recall from Leave:** Once a Unit Employee's annual leave has been approved, his/her leave shall not be canceled or modified for any reason, except with mutual agreement, or in the case of an emergency as defined by section 2.2.

**9.14.** A Unit Employee who has had a break in service shall be credited with prior periods of full-time State employment for leave accrual purposes if that employee's current period of full-time State employment has been three (3) or more continuous years in duration. Only prior periods of full-time State employment of two (2) or more consecutive years in duration shall be eligible for crediting.

**9.15.** Any Unit Employee who is a member of the National Guard or of a reserve component of the armed forces of the United States shall be entitled to military leave when such duty is in conflict with the employee's regular work schedule. The Unit Employee, regardless of funding source, shall be entitled to fifteen (15) days of paid military leave per training year to engage in temporary active duty when such duty is in conflict with the employee's work schedule. In time of armed conflict, members of the National Guard or Armed Forces Reserves who are assigned duties related to notification of next of kin, ceremonial or funeral details shall be released from

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their regular duties without loss of leave or pay. Such employees shall provide their supervisor with notice as soon as possible as to the date and expected duration of such assignments.

## Sick Leave

**10.1. Accrual:** Unit Employees shall be entitled to accrue sick leave in accordance with the formula given below. The purpose of sick leave is to afford employees protection against lost income from absences due to illness or injury and, in particular long-term disability due to catastrophic illness or injury. Sick leave is not intended to supplement other leave provisions of this Agreement and is intended to be used only for the purpose set forth herein. Sick leave shall be computed at the end of each completed month of service. Sick leave shall be cumulative for not more than the prescribed days and shall not lapse.

Continuous Years Worked	Days Accrued per Month	Days Accrued per Year	Maximum Accrual
1 thru 8	1 1/4	15	90
9 thru 15	1 1/4	15	105
16 plus	1 1/4	15	120

For all employees, 1 1/4 days equals 10 hours.

**10.1.1. Bonus Leave:** Unit Employees shall be entitled to bonus leave accrual based upon the number of sick leave hours used per fiscal year in accordance with the following formula:

Sick Leave Used	Bonus Leave Earned
24 hours or less	32 hours
32 hours or less	24 hours
40 hours or less	16 hours
48 hours or less	8 hours
more than 48 hours	0 hours

Bonus leave accrued under this provision shall be earned for completed fiscal years only. Proration of bonus leave will occur for any retirement or reduction in force. Bonus leave is accrued in addition to any other maximums provided in this Agreement and shall be administered according to the provisions of 10.3.

Effective July 1, 1995, earned bonus leave must be used during the fiscal year following the fiscal year for which it was earned or it shall lapse.

Any Unit Employee who retires from State service under the provisions of RSA 100-A or who is laid off from State service and who has unused bonus leave to his/her credit from the preceding fiscal year shall be paid for such unused bonus leave at the time of separation.

Employees may carry forward up to 64 hours of bonus leave to be paid out at the time of separation or retirement at the employee's rate of pay at that time. Any bonus leave in excess of

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64 hours must be used within 365 days of the date on which it was accrued or it shall lapse. Any bonus time on the books at the inception of this agreement shall remain to the employees' credit.

**10.1.2 Accounting:** For purpose of utilization, sick leave shall be converted to hours.

**10.1.3. Payment:** Upon retirement under the provision of RSA 100-A:5 and RSA 100-A:6 only, or upon eligibility under RSA 100-A:5 but electing to receive a lump sum payment in lieu of an annuity, a Unit Employee shall receive payment in a sum equal to 50% of the number of sick leave days remaining to the employees credit. However, the total number of days eligible for payment shall not exceed sixty (60) days.

**10.1.4. Payment:** Upon retirement under RSA 100-A:5 or 6 or termination as a result of a reduction in force, a Unit Employee shall receive payment in a sum equal to 50% the number of sick leave days remaining to the employees credit. However, the number of days eligible for payment shall not exceed sixty (60) days.

**10.2. Allowable Uses:** A Unit Employee may utilize his/her sick leave allowance for absences due to illness, injury, or exposure to contagious diseases endangering the health of other employees when requested by the attending physician, medical and dental appointments with prior approval, or death in the employee's family and shall be deducted from his/her allowance on the basis of work days and not calendar days.

A Unit Employee may utilize up to five (5) days of sick leave per fiscal year for the purpose of providing care to an ill or injured family member who is "incapable of self-care" within the meaning of the Family and Medical Leave Act (FMLA), or to accompany such person(s) to healthcare provider visits.

In addition to the five (5) days authorized above, a Unit Employee may utilize up to fifteen (15) days of sick leave per fiscal year for the purpose of providing care to an ill or injured family member who has an FMLA-qualified illness or injury and is "incapable of self-care" within the meaning of the FMLA. This leave shall be counted as part of the employee's FMLA leave entitlement.

**10.2.1. Bereavement Leave:** A Unit Employee may utilize up to five (5) days sick leave for a death in the employee's family provided that use of such leave shall not be counted against time accumulation as provided in 11.1.1.

**10.2.2. Family:** For the purpose of administering Articles 11.2 and 11.2.1, family shall be defined as: wife, husband, same sex domestic partner, children, the minor or dependent children of the same sex domestic partner, mother-in-law, father-in-law, parents, step-parents, step-children, step-brother, step-sister, foster child, grandparents, grandchildren, brothers, sisters, legal guardian, daughter-in-law, and son-in-law. This definition may be expanded to include other persons at the discretion of a requesting employee's supervisor on a case by case basis. If the supervisor agrees to expand the definition at the request of a subordinate employee, the number of days granted, up to five (5) days, shall also be at the discretion of the supervisor.

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**10.2.3.** Unit Employees may utilize up to twelve weeks of non-intermittent sick leave for the birth of their baby or adoption of their child. The leave, if taken, shall be taken immediately following the birth or adoption and shall be counted as part of employee's Family Medical Leave Act (FMLA) entitlement.

**10.2.4. Workers Compensation:** A Unit Employee who is absent due to a compensable work injury shall continue to have health and dental benefits paid, and shall not have seniority, increment, longevity or leave accrual dates changed. Actual leave accrual will resume on the Unit Employee's return to work.

**10.3. Application for Use:** To utilize his/her sick leave allowance, the Unit Employee must file a written application with the Employer specifying the basis of the request is:

"illness",  
"injury",  
"serious health condition as defined by the FMLA",  
"dependent care",  
"medical/dental appointment"  
"bereavement", or  
"donated to *name of employee*"

Unit Employees shall be notified as to the approval or denial of their leave requests within a reasonable period of time.

**10.4. Certification:** A Unit Employee may be required by the Employer to furnish the Employer with a certificate from the attending physician or other licensed health care practitioner when, for reasonable cause, the Employer believes that the employee's use of sick leave does not conform to the reasons and requirements for sick leave use set forth in this Agreement. Such certificate shall contain a statement that in the practitioner's professional judgment sick leave is necessary. In addition, the Employer may, at State expense, have an independent physician examine one of his/her employees who, in the opinion of the Employer, may not be entitled to sick leave. The time related to such examination shall not be charged to the Unit Employee's leave.

**10.5. Payment - Termination; Death:** Upon the resignation or dismissal of any Unit Employee the number of days of sick leave remaining to his/her credit shall lapse. In the event of death of any Unit Employee while in the state classified service, a sum equal to the number of days of sick leave remaining shall be paid to his/her estate.

**10.6. In-State Transfer:** Any Unit Employee who changes from the service of one appointing authority to another, without a break in service, shall at the time of said change have transferred all accumulated leave to his/her credit.

**10.7. Payment - RIF:** Whenever a former employee, who has been separated from the Local by a reduction in force formula, or for reasons without prejudice but for the convenience of the state, is reinstated within three years, the previously accumulated and unused balance of his/her sick leave allowance shall be revived and placed to his/her credit.



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**10.8. Reporting:** All accumulated sick leave time earned by a Unit Employee shall be calculated and reported to each employee twice per year in January and July of each year, provided further that an employee may request at reasonable times an update of his/her sick leave accumulation status.

**10.9** The Employer is authorized to provide additional sick leave to an employee under the following conditions:

- a. A request for additional sick leave shall be forwarded to the Bureau of Employee Relations by the employee or the Employer stating the reason(s) for the request and the amount of additional sick leave requested.
- b. The Bureau of Employee Relations shall request a recommendation from the Employer of the requesting employee/agency. The recommendation shall be made known only to those who will act upon the request.
- c. The request and recommendation shall be forwarded to the Labor Management Committee established by Article IV, Section 4.2, who shall approve or deny the request in whole or in part.
- d. The response to the request shall be transmitted to the requester by the Bureau of Employee Relations.
- e. If the request is approved, the Manager of Employee Relations shall direct the Employer to solicit donations from employees within the requesting employee's agency who wish to contribute unused sick leave up to the amount of the authorization. Contributed sick leave shall not be counted against time accumulations as provided in Article 10.1. If the request is not approved, no further action shall be taken by the parties or by the requesting employee or Employer on that request.
- f. No request shall be approved for more than ninety (90) days, although nothing shall prohibit additional requests.

**10.10.** A Unit Employee who has had a break in service shall be credited with prior periods of full-time State employment for leave accrual purposes if that employee's current period of full-time state employment has been three (3) or more continuous years in duration. Only prior periods of full-time state employment of two (2) or more consecutive years in duration shall be eligible for crediting

### Union Representation

**11.1. Stewards:** The Employer agrees to recognize up to one (1) Steward who is duly authorized by the Union.

**11.2. Non-discrimination:** The Employer agrees there shall be no discrimination against any Steward because of his or her duties as a Union Official or member. The Union shall furnish the Employer a list of the Stewards representing the Association and keep the list current.

**11.3. Use of Work Time:** The Employer shall authorize a reasonable amount of time during the regular working hours without loss of time or pay, and make reasonable adjustments to the Steward's workload, to permit the Steward to carry out their responsibilities in accordance with

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the provisions of this Agreement. The Union shall guard against the use of excessive time in handling such responsibilities. Each Steward, before carrying out his/her responsibilities in accordance with the provisions of this Agreement, shall first obtain the consent of his/her immediate supervisor which shall not be unreasonably withheld. Upon entering a work area, other than their own, the Steward shall first advise the appropriate supervisor of his/her presence and specify the name(s) of the employee(s) to be contacted.

**11.4. Training:** The Employer agrees to authorize two (2) days off in each contract year, without loss of time or pay for the Steward(s) to attend a Union training program. The Union shall notify the Employer not less than twenty (20) days in advance of such proposed training program.

**11.5. Temporary Replacement:** Whenever a Unit Employee who is a Steward finds that he/she also is the "supervisor" in a grievance procedure, it is agreed that another authorized Steward shall function in that particular grievance.

**11.6. Incur No Expense:** The Employer will not bear any expense, other than with respect to the Steward's time involved during regular duty hours, for the functions of any Steward. The Union shall reimburse the Employer for any other expense to the state incurred as a result of the Steward's function.

**11.7. Steward/Agency Meetings:** The Division Director shall meet with steward(s) upon written notice from the Union. Such meetings will be held within ten (10) working days from the request date, unless it is mutually agreed to extend the time frame.

**11.8. Representation of Employees:** A Unit Employee shall be entitled to Union representation at an investigative interview or meeting if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action against him/her. The Union representative's role at an investigative interview or meeting is to consult with the employee. The Employer is free to insist upon hearing the employee's own account of the matter(s) under investigation. The Parties agree that in all cases the principles of "Weingarten" and "Garrity" and other applicable case law shall be observed.

"Disciplinary action" means action resulting in a written warning, the withholding of an annual increment, a suspension, a demotion or a dismissal, as stated in the Administrative Rules of the Division of Personnel.

### Safety and Health Protection

**12.1. Work Environment:** It is mutually agreed that the prevention of accidents and injuries to State employees will result in greater efficiency of operations of state government. Toward this end, the Employer shall make every reasonable effort to provide and maintain safe and healthy working conditions and the Union shall fully cooperate by encouraging Unit Employees to perform their assigned tasks in a safe manner.

**12.2. Safety Committee:** A Safety Committee composed of members representing Unit Employees and management within the Local or multiple Locals within the same location shall

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be established. The purpose of the committee shall be to develop programs of safety education, health protection and reasonable standards for compliance by both Employer and employees. Voluntary compliance will be sought initially to reduce injuries and lost workdays.

**12.2.1. Meetings:** The Safety Committee shall meet at the call of either the Employer or the Union, within ten (10) days.

**12.3. Access to Aid, Information:** The Employer agrees to maintain first aid kits located in secure but readily accessible areas. All on-the-job injuries, regardless of seriousness, shall be reported to the Supervisor. The names and telephone numbers of emergency services, e.g. police, fire, licensed ambulance services and the poison control center shall be posted on official bulletin boards.

**12.4. Access to Inoculations, Diagnostic Clinics:** Unit Employees shall be allowed reasonable time off from their duties without loss of time or pay in order to participate in inoculations or diagnostic clinics which are sponsored for public employees or authorized by the Division of Public Health. Such time off must be approved by the immediate supervisor and not be unreasonably denied.

**12.5. Special Services:** The Safety Committee shall ascertain the desirability and/or necessity of providing physical and ophthalmologic examinations, immunization or other diagnostic screening of selected occupations.

**12.6. Leave for Training:** The Employer may authorize reasonable time off for Safety Committee members to attend safety and health seminars and training sessions.

**12.7. Training for Specialized Equipment:** The Safety Committee shall establish guidelines that will insure the proper training for all unit employees who use unique or specialized equipment.

**12.8. Areas of Interest:** The following areas shall be addressed for the purpose of establishing guidelines, implementing programs and/or providing equipment:

- a. Protective clothing
- b. Safety equipment
- c. Fire prevention equipment
- d. First aid kits, and first aid training
- e. Self defense guidelines where appropriate
- f. Transportation of clients
- g. Number of employees in selected situations
- h. Work site hazards
- i. Air quality
- j. Ergonomics
- k. Exposure to infectious diseases
- l. Training in Universal Precautions
- m. Other areas of health and safety are subjects of concern for the Safety Committee.

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**12.9. Response to Recommendations:** The Employer shall provide, within thirty (30) days, a written response to the recommendations of the Safety Committee which indicates acceptance or rejection of the recommendations and the reasons therefore. An extension of thirty (30) days is permitted upon written notification to the Safety Committee. Unresolved issues shall be submitted to the Labor Management Committee for resolution according to a majority vote of its members. If the LMC is evenly split on an issue, the Union retains the right to submit the matter to arbitration under Article XIV, Section 14.5.

**12.10. Inclement Weather:** In cases of inclement weather the Employer shall make every reasonable effort to insure that the Unit Employee parking areas, walkways and stairways are properly plowed, shoveled and/or treated by 7:30 AM.

### Grievance Procedure

**13.1. Purpose:** The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances and disputes arising with respect to interpretation or application of any provision of this Agreement.

**13.1.1. Intentions:** It is intended that the procedure provided herein shall facilitate the resolution of any such disputes at the lowest possible level, and the Employer and the Union agree to work together towards this end. Nothing in this article shall be interpreted as preventing or discouraging any unit employee from discussing any disputed matter in an informed and informal manner with the immediate supervisor or the Employer. Such discussions will not, however, interfere with the right to seek resolution of the dispute through the grievance procedure provided herein.

**13.1.2. Investigations:** The Steward, when requested by one or a number of employees whom he/she represents, may investigate the basis for any dispute arising under this Agreement and may, at any stage, assist the employee(s) in seeking resolution of such dispute through the grievance procedure provided herein. A staff representative of the Union may substitute in place of the Steward at the third step (Agency Head) or sooner if the agency is represented by other than the supervisor or intermediate supervisor. The Union may substitute a Union staff person in place of the Steward if the Steward is not available.

**13.1.3. Procedure:** Any employee having problems concerning the interpretation or application of any provision of this Agreement shall seek adjustment in the step order listed below (2) according to the organizational pattern of his/her agency. There shall be not less than two nor more than five (5) adjustment steps. Nothing in this Agreement shall prevent a grievance from being initiated at a higher step or skipping a step if it is apparent to the Parties that the grievance must be addressed at the next step in the process provided that all the persons responsible for hearing the prior steps are copied.

**13.1.4. Time Limits:** All time limits set herein may by mutual agreement between the grievant and the Employer be extended.

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**13.1.5. Non-Intervention:** Nothing in this Article shall be construed as an abrogation of the right of any Unit Employee to present a grievance without the intervention of the exclusive representative in accordance with RSA 273-A: 11(a).

**13.1.6. Group Grievances:** If a group of employees files a grievance, not more than three (3) employees shall represent the group at any scheduled meeting provided for in the steps listed below.

**13.1.7.** In any case where the rights of the Union, as opposed to rights of members, are affected, the Union may file a grievance in its own name through any of its agents or officers and shall be filed directly with the Manager of Employee Relations and shall be considered a Step III appeal.

**13.1.8.** A grievance initiated by the Employer against the Union or its members shall be filed directly with the Executive Director of the Union and shall be considered a Step III appeal.

**13.1.9. Filings:** A grievance shall be filed within fifteen (15) work days of the time the grievant knew or should have known of the alleged violation.

**13.1.10. Written Notices:** A copy of all grievances which have been reduced to writing shall be forwarded to the Bureau of Employee Relations and to the offices of the Union.

### **13.2. Grievance Procedure - *STEP I - Employee and Immediate Supervisor***

**13.2.1.** The employee and/or his/her Steward shall present to his/her supervisor all the facts pertaining to the dispute.

**13.2.2.** The immediate supervisor shall resolve the dispute at once or notify the employee or his/her representative of the decision within five (5) working days from the day the problem was presented to him/her.

### **13.3. Grievance Procedure - *STEP II - Employee and Intermediate Supervisor***

**13.3.1.** If, subsequent to the immediate supervisor's decision, the employee and/or his/her Steward feels further review is justified, notification to that effect and a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated shall be made in writing to the intermediate supervisor, as well as the immediate supervisor, within five (5) working days from the day the employee was informed of the immediate supervisor's decision.

**13.3.2.** The intermediate supervisor shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Such meeting shall be scheduled within ten (10) working days.

**13.3.3.** The intermediate supervisor shall notify in writing the employee or his/her representative and his/her immediate supervisor of the decision reached within five (5) working days after the meeting.

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## **13.4. Grievance Procedure - *STEP III - Employee and Agency Head***

**13.4.1.** If, subsequent to receipt of the intermediate supervisor's decision, the employee and/or his/her Steward feels that further review is justified, notification to that effect and a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated, and shall be made in writing to the agency head within five (5) working days from the day the employee was informed of the decision reached.

**13.4.2.** The agency head or his/her designated representative shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Absent exigent circumstances, such meeting shall be scheduled within ten (10) working days.

**13.4.3.** The agency head or his/her designated representative shall notify in writing the employee or the Steward and the supervisors concerned of the decision reached and reasons therefore within ten (10) working days after the meeting.

**13.4.4** All grievances regardless of step, shall be filed by mail or electronically.

## **13.5. Grievance Procedure - *STEP IV – ARBITRATION***

**13.5.1.** If subsequent to the agency head's decision the Union feels that further review is justified a petition may be submitted for the selection of an Arbitrator.

- a. The Parties shall agree on the person to be appointed arbitrator from a list of arbitrators maintained by the Public Employees Labor Relations Board. The Parties shall agree on an arbitrator within fourteen (14) days of the receipt of the demand for arbitration from either party. If an agreement cannot be reached within the fourteen (14) days, both Parties shall jointly petition the Public Employees Labor Relations Board for the appointment of an arbitrator. Neither party shall unreasonably withhold its signature from said petition. The unreasonable withholding of a signature to the petition by either party shall be deemed a violation of RSA 273-A.

**13.5.2. Arbitrator's Powers:** The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration. To the extent that a matter is properly before an arbitrator in accordance with this provision, the arbitrator's decision thereon shall be final and binding providing it is not contrary to existing law or regulation nor requires an appropriation of additional funds, in either of which case it will be advisory in nature.

The Parties further agree that questions of arbitrability are proper issues for the arbitrator to decide.

**13.5.3. Cost of arbitration:** If there is any expense charged by the arbitrator it shall be borne equally by the Parties.

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**13.5.4. Arbitrator Panel:** Within forty-five (45) days after the execution of this Agreement the Parties shall establish a procedure for the selection of arbitrators.

**13.5.4.1 Arbitrator:** The parties shall agree on the person to be appointed arbitrator from a list of arbitrators provided by the Public Employees Labor Relations Board. The parties shall agree within fourteen (14) days of the receipt of the demand for arbitration by the Labor Management Committee. If an agreement cannot be reached within the fourteen (14) days, either party may petition the Public Employees Labor Relations Board for the appointment of an arbitrator. The parties agree to request a hearing date from the arbitrator selected or appointed within thirty (30) days of the arbitrator's selection or appointment.

**13.5.5. Panel Conditions:** Arbitrators appointed to the panel shall agree to the following conditions:

- a. Daily fees will not exceed a mutually agreed upon amount, per day plus reasonable expenses;
- b. Except in unusual cases one day of Arbitrator's study time will be allowed for each day of hearing;
- c. The arbitrator will provide a hearing date within sixty (60) days of a request for hearing. If unable to do so, the Arbitrator's name will be placed on the bottom of the list and the next member will be appointed;
- d. An arbitration decision shall be rendered within thirty (30) days of the close of the hearing.

### 13.6. General Provisions

**13.6.1. Consistency with Agreement:** Any resolution of a grievance shall not be inconsistent with the terms of this Agreement.

**13.6.2. Missed Time Limits:** Failure on the part of the supervisor or Agency Head to comply with the time limit requirement of this Article shall elevate a grievance to the next step unless the Parties have agreed to extend the time limit requirement.

### Separability

**14.1.** In the event that any provision of this Agreement at any time after execution shall be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such decision or law shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto that all other provisions not thereby invalidated shall remain in full force and effect.

### Employee Records and Rights

**15.1. Access to Personnel Files:** All Unit Employees shall be allowed access to their personnel files during normal working hours for inspection and/or copies of documents which will be provided by the Employer. Such inspection shall be made subject to prior arrangement with the Employer.

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**15.1.1. Copies of Letters:** A Unit Employee shall be provided with a copy of letters of complaint by a third party and letters of commendation at the same time such letters are placed in the personnel file.

**15.1.2. Employment Recommendations:** If requested, upon termination a Unit Employee will be advised of any recommendation for rehire which has been made a part of that employee's record.

**15.2. Location of Files:** Every Unit Employee shall be informed as to the existence and location of all personnel files. A personnel file shall be defined as any file kept by a supervisor or custodian of official records which relates directly in any way to an employee's status as an employee.

**15.3. Reasons for Non-Selection:** A Unit Employee who is not selected after applying for a posted position shall be informed in writing of his/her non-selection and the reason within 15 calendar days as required by Per 602.02.d. of the Administrative Rules of the Division of Personnel.

**15.4. Pay and Leave Records:** All records pertaining to time worked, overtime, compensatory, sick leave and annual leave shall be maintained and be available for inspection at a designated area.

**15.5. Disciplinary Investigations:** A Unit Employee who becomes the subject of an investigation shall be notified in writing of such an investigation within seven (7) working days. Notification shall include the reason(s) and/or cause(s) of the investigation. A Unit Employee who becomes the subject of a disciplinary investigation shall, in addition to being notified of such within seven (7) working days shall also be notified in writing when the investigation is complete and of the determination of the investigation.

### 15.5.1

- a. All investigations shall be completed and the final report forwarded to the Commissioner within forty five (45) working days. The deadline of forty five (45) may only be extended by the Commissioner for exceptional reasons. Notice of an extension shall be provided to the Unit Employee within the original forty five (45) days. The notice of extension shall include the reasons for the extension and the duration of the extension.
- b. During any investigation the Unit Employee shall retain his/her status, assignment, wages and like rights unless the Commissioner determines that for the good of the complainant or the Unit Employee being investigated, the Unit Employee needs to be removed from his/her current status or work assignment.
- c. In all cases where the investigation determines that the allegation(s) in a complaint are unfounded, all reports and documents pertaining thereto shall be labeled "UNFOUNDED," sealed and stored by the Commissioner separate from the Unit Employee's personnel records and file.
- d. Any transfer or reassignment of a Unit Employee that occurred pursuant to the provisions of this article shall be immediately and completely reversed.



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## 15.5.2

In the event that a Unit Employee is suspended from duty pending completion of an investigation, all benefits as described within this Agreement shall remain in effect as provided below:

- a. All persons suspended without pay shall maintain their medical and dental benefits during the suspension.
- b. All persons suspended with pay or placed on Administrative leave shall maintain their medical and dental benefits.
- c. If reinstated, seniority, eligibility for step increases and creditable service toward retirement shall be restored for the period of suspension without pay.
- d. In all cases any person suspended shall be afforded their due process under law, statute, policy, rules and/or procedures.

**15.6. Changes of Job Specifications:** All Unit Employees shall be notified in writing of any changes in his/her job specifications and duties upon receipt of said changes from the Division of Personnel, and/or from directives from the Commissioner/Agency Head or any of his/her designated representative.

**15.7. Privacy:** The Employer agrees to make every reasonable effort to counsel and/or reprimand Unit Employees in private and to limit discussion of any employee's problems by supervisors to essential parties.

**15.8. Employee Permanent Status:** Notwithstanding any rule to the contrary, an agency appointing authority may request approval from the Division of Personnel for permanent status for any probationary employee prior to the end of that employee's probationary period but not sooner than six months following that employee's date of hire. This provision shall not apply to employees in positions for which a year-long training or evaluation period is required

**15.9. Personal Information:** A Unit Employee shall not be required to include his/her home telephone number, personal cell phone number or home email address on a business card.

**15.10.** The Employer agrees not to engage in, nor permit any restriction of the right of Unit Employees to:

- a. Express personally held views or opinions in any forum consistent with the U.S. Constitution and RSA-E;
- b. Legally assemble;
- c. Participate in demonstrations of personally held views or opinions;
- d. Be free from visual, photographic, audio and/or video recording or surveillance by the Employer, caused by the Employer, permitted by the Employer, or any of its agents, of any personal, union related or other non-work activity.

## Notices

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**16.1. Notice to Union:** Whenever a written legal notice is required to be given by the State to the Union, such notice shall be forwarded to the Association at 7 Technology Drive, Suite 102, Chelmsford, MA 01824, or by email if agreed upon by the Parties.

**16.2. Notice to State:** Whenever written legal notice is required to be given by the Union to the Employer such notice shall be given to the Manager, Bureau of Employee Relations at the Division of Personnel.

## Waiver

**17.1.** Waiver by either Party of the other's non-performance or violations of any term or condition of this Agreement shall not constitute a waiver of any other non performance or violation of any other term or conditions of this Agreement, or of the same non-performance or violation in the future.

## Wages and Benefits

**18.1.** Unit Employees shall be entitled to all the rights and benefits provided by this Agreement.

**18.1.a.** Notwithstanding any contract provision, rule, or law to the contrary, there shall be no salary step progression from September 1, 2011 through August 31, 2012.

### 18.2. Wages

**18.2.1.** Each Unit Employee shall be paid in accordance with the L416 salary schedule contained in Appendix A.

- a. Notwithstanding any Rule to the contrary, nothing in this Agreement shall prevent the Employer from requesting higher step placements from the Division of Personnel for Unit Employees who are promoted, demoted or transferred into another position within their own unit or in a different unit.

**18.2.2.** The Parties agree that there shall be three additional steps added to the salary matrices effective December 28, 2001. Unit Employees shall be eligible to move to the sixth step after successful completion of two years at the fifth step. An employee shall be eligible to move to the seventh step after successful completion of two years at the sixth step. An employee shall be eligible to move to the eighth step after successful completion of three years at the seventh step. For the purposes of this section, successful completion means that an employee shall have received satisfactory annual performance evaluations for the period. The waiting periods specified herein shall not apply to, and an increment date shall not be adjusted for, promotions and reallocations resulting in a higher labor grade.

**18.3. Payroll Information:** Payroll checks shall include all required information, a clear designation as to the amount and category (e.g. regular, overtime or holiday pay) of compensation for which payment is being made.

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**18.3.1. Direct Deposit:** Unit Employees shall be paid by direct deposit.

**18.3.2. Applicable Rates:** Any applicable compensation for overtime and holidays shall be paid in conjunction with the unit employees' regular pay check for the pay period in which such work was performed.

**18.3.3. Itemization of Compensation:** The Employer shall make every reasonable effort to provide a check stub breakdown of information on hours worked in every pay category; and, all individual leave accruals (annual, sick, bonus, holiday).

## **18.4 Travel Reimbursement**

**18.4.1. Conformance with Regulations:** Reimbursement for travel and meals shall conform to regulations established by the Department of Administrative Services with the approval of the Governor and Executive Council and to the terms of this Agreement. The Employer agrees that it will not adopt any travel or meal regulation for Unit Employees without first consulting with the Union pursuant to the provisions of Article IV.

**18.4.2. Reimbursements and Advances:** The Employer agrees to reimburse all Unit Employees for valid travel expenses within fifteen (15) working days of the date the employee submits to the Employer a properly completed travel expense voucher. The Employer agrees to treat travel reimbursement requests with the same priority as payroll.

Upon request, employees shall receive either a cash advance or a state-issued credit card to cover out-of-state travel expenses.

**18.4.3. Mileage:** The Parties agree that all Unit Employees who are required to use their private vehicles for State business shall be reimbursed for all miles incurred at the maximum rate then allowable by the U.S. Internal Revenue Service for the first mile of travel. The Parties further agree that changes in the mileage reimbursement rate, as a result of U.S. Internal Revenue Service action, shall be made prospectively. The Parties further agree that an employee shall record mileage incurred on State business from the odometer readings on his/her vehicle and the Employer shall reimburse for all reasonable travel incurred. In no instance, however, shall the Employer reimburse for travel incurred from an employee's home to or through the site of his/her official headquarters, or vice versa, unless such reimbursement is specifically authorized by this Agreement.

**18.4.4. Meals:** All Unit Employees shall be reimbursed for meals when traveling on State business in accordance with the following conditions and schedule:

- a. **In-State Travel:** When associated with necessary overnight stay, employees shall be reimbursed up to the following amounts without a receipt:

Breakfast -	\$8.00
Lunch -	\$12.00
Dinner -	\$21.00

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The Employer shall adjust the above rates in July of each year by adopting the then current travel per diem rates set by the General Services Administration for Merrimack County.

- b. **Out-of-State Travel:** When associated with State business, employees shall be reimbursed for meals at rates consistent with the General Services Administration (GSA) Travel Per Diem Rates, in effect at the time of travel, without a receipt.
- c. The Employer may also authorize meal reimbursement for an employee who is required to work beyond his/her regularly scheduled hours or who requests to attend an official function, banquet, dinner, or meeting associated with a meal, provided that authorization is given in advance and in writing. The Employer shall not require an employee to attend an official function, banquet, dinner, or meeting associated with a meal if reimbursement is not authorized.

**18.4.5. Lodging:** The Employer agrees to reimburse all Unit Employees for necessary lodging expenses incurred while on State business in accordance with regulations established by the Department of Administrative Services with the approval of the Governor and Executive Council.

**18.4.6. Access to Regulations:** Upon request, any Unit Employee shall be provided with access to all travel regulations and any changes promulgated thereto.

**18.5. Portal-to-Portal:** All Unit Employees shall receive portal to portal mileage reimbursement when on a call back.

**18.6. Uniforms:** All required uniforms shall be issued to the employee by the Employer.

**18.7. Access to Rules and Regulations:** All Unit Employees shall have available to them all rules, regulations and directives relative to the department by which they are employed

### **18.8. Health Insurance**

**18.8.1.** The Employer shall make available to employees and their dependents a Network health benefit plan (i.e. HMO) and a Point-of-Service (POS) health benefit plan. An employee's eligibility and opportunity to elect available health care options shall be in accordance with the "Benefits Highlights" set forth in Appendix F and G and the enrollment conditions of the respective plans.

The Association acknowledges that the Network plan and POS plan provider(s) shall be chosen by the Employer, and that the election by any employee(s) to participate in either plan shall not entitle said employee(s) to any further benefits not expressly provided for by this Agreement.

The level of benefits, cost-sharing, dependent coverage and Employer premium contributions of the Network and POS health plans offered under this provision shall be

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in accordance with the following provisions and with the specifications for a competitive bid.

- a. Effective with the pay period beginning September 1, 2011, all employees who subscribe in either the Network or the POS plan shall pay \$30.00 per pay period for employee only coverage, \$42.00 per pay period for two-person coverage, or \$52.00 per pay period for family coverage.
- b. The Network plan design shall be as described in Appendix F. Additional benefits, terms of coverage, exclusions and limitations not described in and not inconsistent with Appendix F shall be comparable to those set out in the Benefits Booklet for active state employees in effect on the day preceding the effective date of this agreement. The office visit co-payments for the Network Plan shall increase to \$15.00 per visit for Primary Care Physicians and \$30.00 per visit for Specialists effective September 1, 2011. A \$100.00 per occurrence co-payment shall apply to emergency room services and \$50.00 per occurrence co-payment shall apply to urgent care services, both of which shall be waived if the person for whom the service is provided is admitted.
- c. The POS plan design shall be as described in Appendix G. Additional benefits, terms of coverage, exclusions and limitations not described in and not inconsistent with Appendix G shall be comparable to those set out in the Benefits Booklet for active state employees in effect on the day preceding the effective date of this agreement. The office visit co-payments for the POS Plan shall increase to \$15.00 per visit for Primary Care Physicians and \$30.00 per visit for Specialists effective September 1, 2011. A \$100.00 per occurrence co-payment shall apply to emergency room services and \$50.00 per occurrence co-payment shall apply to urgent care services, both of which shall be waived if the person for whom the service is provided is admitted.
- d. Effective January 1, 2008, subscribers in either the Network or POS plans shall be eligible to participate annually in a health reimbursement arrangement established by the Employer, upon annual completion and proper submission of the health risk appraisal provided for under the respective plans. The arrangement shall provide funds for the payment of any out-of-pocket costs associated with health care services and products obtained under the health plan up to the amount of \$200\*.
- e. Domestic partners of employees who are the same sex as the employee shall be eligible for coverage under the Employer's available health benefit plans as though they were married spouses. Dependents of such domestic partners shall be eligible for coverage under the health plans as if they were dependents of the employee. Requirements for domestic partner benefit eligibility shall be in accordance with Appendix E. Employees meeting such requirements shall then be authorized by the Employer to enroll their domestic partners and dependents.

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- f. The Employer shall provide coverage under the health plans consistent with Chapter 321 of the Laws of 2006, and known as Michelle's Law and codified in RSA 415.
- g. Utilization of Cost-effective Providers. The Employer shall provide a voluntary employee incentive program that offers taxable cash payments to employees who utilize cost-effective health care providers. The Employer shall consult with the Association regarding the design and implementation of the program. This provision shall take effect on July 1, 2010 and expire on June 30, 2013 unless mutually agreed otherwise by the parties.
- h. Health Promotion. The Employer shall provide a voluntary employee incentive program that offers taxable cash payments to employees participate in health promotion activities and programs offered by the Employer. The Employer shall consult with the Association regarding the design and implementation of the program. Nothing herein shall obligate the Employer to any specific level of cash payments. This provision shall take effect on July 1, 2010 and expire on June 30, 2013 unless mutually agreed otherwise by the parties.
- i. Prescription Drugs – The prescription drug plan shall be amended effective September 1, 2011 to include the following:
  - 1. Mandatory Mail Order for Maintenance Drugs after three (3) retail purchases per prescription, with employee opt out.
  - 2. Mandatory Generic Substitution with DAW 2 (i.e., the only exception is physician ordered "Dispense as Written").
  - 3. Co-payments:
    - a. Retail Co-payments - \$10 for each generic medicine/\$25 for each preferred brand name medicine/\$40 for each non-preferred brand name medicine.
    - b. Mail Order Co Payments - \$1 for each generic medicine/ \$40 for each preferred brand name medicine/\$70 for each non-preferred brand name medicine.
  - 4. Exclusive Specialty Pharmacy
  - 5. Traditional Generic Step Therapy
  - 6. Quantity Limits
  - 7. Pharmacy Advisor

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8. Maximum out of pocket expenses shall be \$750.00 per individual per calendar year and \$1,500.00 per family per calendar year.
- j. A Smoking Cessation Program will be established effective October 1, 2010.
- k. Coverage shall be provided for dependents to age twenty-six (26).
- l. Employees shall participate in working rate suspensions carried out by the Department of Administrative Services. Employee "premium" contributions shall be treated the same as other sources of revenue into the employee benefit risk management fund for purposes of the working rate suspension.
  - a. For the biennium ending June 30, 2013, this provision is subject to the Association's fulfillment of its proportional share of the cost reduction obligation set forth in Chapter 224:202, Laws of 2011.
- m. A bargaining unit employee who is laid off and who elects to continue on the health plan shall not be required to submit a contribution for coverage for the first three months following lay off if the laid off employee is not eligible to retire and receive post-retirement benefits under RSA 21-I:26-36 or RSA 100-A:52-55, and is not eligible to receive medical or healthcare coverage under another employer, as the spouse of a person covered under the plan of another employer, or the state plan as the spouse of a state employee. This provision shall expire on June 30, 2013.

\*This section shall only be enforced if the information obtained from the Health Risk Appraisal is privileged and protected from discovery.

**18.9. Term Life Insurance:** Effective January 1, 2006, Unit Employees shall be provided with group term life insurance of \$20,000.

**18.10. Longevity:** Any Unit Employee who has completed ten (10) years of continuous service shall be paid, in addition to his/her normal salary, the sum of \$300.00 annually and an additional \$300.00 for each additional five years of continuous service. An employee shall be eligible to receive this payment if his/her anniversary date is on or before December 1. The longevity payment shall be paid in the employee's first paycheck received in December. An employee who retires or terminates prior to December 1, but after his/her anniversary date, which is on or after December 2, will be entitled to the appropriate longevity payment upon retirement or termination.

**18.11. Separate Check:** Longevity payment shall be made in a separate check from the regular payroll check.

**18.12. Dental Insurance:** Unit Employees and their dependents, including their same sex domestic partners and the dependents of their same sex domestic partners, shall be provided with

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dental benefits which shall be paid in full by the Employer. The level of benefits shall be as described in Appendix D. Additional benefits, terms of coverage, exclusions and limitations not described in and not inconsistent with Appendix D shall be comparable to those set out in the Dental Plan Description for active State employees in effect as of June 30, 2007.

The Employer shall provide coverage under the health plans consistent with Chapter 321 of the Laws of 2006, (i.e., Michelle's Law).

**18.13. Change of Residence:** The Employer agrees that when any Unit Employee is required to move his/her residence for the "good of the state" after he/she has been permanently assigned; the actual moving expenses shall be borne by the Employer, in accordance with the Department of Administrative Services Manual of Procedure. Employees involved in voluntary moves or moves necessitated by promotion are liable for their own moving expenses.

**18.14. Unpaid Leave of Absence:** Any Unit Employee who has five (5) or more years of continuous service shall continue to have paid benefits as provided by 19.8. while on an authorized leave of absence without pay due to a non-job related illness or injury for a period not to exceed six months. The employee shall be informed that he/she may purchase the same coverage at group rates for up to 39 weeks at the end of the six-month period if circumstances warrant. The spouse and dependents of a deceased employee shall be entitled to an additional month of medical coverage at State expense.

**18.15. Personnel Reclassifications:** Any Unit Employee whose position is reallocated to a higher salary grade as a result of a decision by the Director of Personnel to reclassify or reallocate that position shall be entitled to the appropriate pay at the new rate on:

- a. The first day of the pay period following written notification by the Director or the Director's designee of the decision if less than 90 days from filing; or
- b. Retroactively to the first day of the pay period following the 91st day from filing if written notification by the Director or the Director's designee of the decision exceeds 90 days.

This section shall not apply to the decisions that are reconsidered or appealed.

**18.16. Mother's Care:** The Employer, when feasible, shall provide a private area and sufficient time for Unit Employee postnatal mothers to tend to lactation needs.

**18.17. Discount at State Recreational Areas:** Any Unit Employee shall be entitled to a fifty-percent (50%) discount on the admission price of any state-owned recreational area. Employees must abide by the established discount rules and regulations to obtain the discount.

**18.18. Payroll Confidentiality:** The Employer agrees that Unit Employee pay checks, pay stubs, and payroll advice forms shall be distributed in a manner which maintains the confidentiality of personal and payroll information. Maintenance of confidentiality shall not, however, be



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interpreted so as to hinder the normal functioning of the payroll system, or to limit access to personal and payroll information by employees whose job function requires such access.

**18.19. Officer-In-Charge:** The Supervisor shall designate an Officer-In-Charge (OIC) of the office in his/her absence.

**18.20. Lateral Transfers:** All Field Services vacancies shall be posted for not less than ten (10) working days. Selection of a Unit Employee for lateral transfer from one District Office to another District Office shall be from the responses to the posting and shall be made on the basis of seniority within the Division of Field Services, unless there are specific performance based reasons for not allowing the transfer as determined by the Commissioner and/or Division Director. In the event that the most senior Unit Employee is not selected for the lateral transfer the Employer shall inform the Unit Employee in writing outlining the reason(s) why within seven (7) calendar days.

**18.21. Involuntary Transfers:** The Employer shall provide sixty (60) days written notice to any Unit Employee who is to be involuntarily transferred from their current work assignment or District Office, unless the transfer is temporary due to a disciplinary investigation.

**18.22. Bumping Rights:** A Unit Employee who has ten (10) or more years of continuous full-time State service who receives a notice of layoff shall be entitled to displace (bump) another employee within the same Division under the following conditions:

1. The employee receiving the notice of layoff notifies the Employer of the intent to bump an employee within the same division within five (5) working days of receipt of the notice of layoff;
2. The employee who is to be bumped has less than ten (10) years of continuous full-time State service and is in a position with a lower salary grade;
3. The employee receiving the notice of layoff and wishing to bump an employee within the same Division is certified by the Employer as qualified for the position of the employee who is to be displaced;
4. An employee who receives a notice of lay off and fails to notify the Employer of an intent to bump another employee within the same Division within the five (5) working days shall lose the right to bump;
5. This section shall take effect following ratification of this agreement.

**18.23.** A Unit Employee who is laid off may continue on the health plan in which he/she is enrolled at the level at which he/she is enrolled at the Employer's expense for the three (3) months following the time when his/her benefits would otherwise terminate. This provision shall expire on June 30, 2013.

**18.24. Rehire or Reinstatement:** Whenever a former Unit Employee who has been laid off is reinstated to or rehired into State service within three (3) years from the date of lay off, that

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former employee shall be entitled to the rights and benefits afforded a recalled employee pursuant to Per 1101.06 (c), (d) and (e) in effect as October 18, 2006.

**18.25. Clothing/Equipment Allowance:** Each Unit Employee shall receive a clothing and equipment allowance of three hundred fifty dollars (\$350.00) to be paid in the employee's first payroll check received in July. Clothing and equipment purchased with this allowance shall remain the property of the Unit Employee.

**18.26. Cell Phone Stipend:** Each Unit Employee shall receive a cell phone stipend in the amount of forty-five dollars (\$45.00) per month toward obtaining a cell phone; or the Unit Employee may elect to apply said allowance to his/her current personal cell phone plan. Payment for said stipend shall be effective with the pay period beginning September 9, 2011 and divided equally among the Unit Employee's regular payroll checks. The Employer shall not require the Unit Employee to answer his/her cell phone, or be considered "on call" at any particular time or location as a result of receiving this stipend.

**18.27.** The Employer agrees that articles of uniform, protective clothing and devices, or equipment currently provided shall continue to be provided and shall be uniformly provided within job classifications. The Labor Management Committee may make changes to articles of uniform, protective clothing and devices, or equipment currently provided when it is reasonable to do so.

**18.28. Equipment Replacement:** The Employer shall not charge any Unit Employee for repair/replacement of any issued equipment if loss or damage occurred in the normal performance of the employee's assigned duty.

### Training and Education

**19.1. Expense Reimbursement:** Each Unit Employee who is selected and authorized by the Employer to participate in any organized training, retraining or staff development program offered by the State during on-duty hours, will be reimbursed for expenses incidental to such training.

**19.2. Education Schedule Adjustments:** The Employer shall allow when practical, for a Unit Employee to make adjustments in his/her work schedules to complete previously approved job related courses.

### Duration and Re-opening

**20.1. Duration:** This Agreement as executed by the Parties is effective on the date of execution and shall remain in full force and effect through June 30, 2013 or until such time as a new Agreement is executed.

**20.2. Renegotiation:** Renegotiation of this Agreement will be effected by written notice by one Party to the other not later than October 15, 2012 or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after the receipt of such notice.

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**20.3. Impasse Procedures:** The Parties shall seek to reach agreement relative to the appointment of a mediator not later than the sixtieth (60) day preceding the budget submission date. The Parties shall seek to reach agreement relative to the appointment of a fact finder not later than the forty-fifth (45) day preceding the budget submission date. The Parties shall consider but not be limited to the service of the Federal Mediation and Conciliation Service and the American Arbitration Union for a mediator and fact finder respectively. If the Parties fail to reach an agreement on the choice of a mediator or fact finder, the PELRB shall be petitioned under the provisions of 273-A: 12.

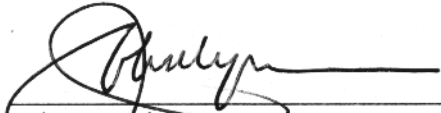
**20.4. Sunset of Certain Provisions:** The provisions in this agreement relative to domestic partners of employees shall sunset six months after the effective date of legislation enacted by the Legislature of any law conferring the right upon persons of the same sex to form civil unions or to marry. If such legislation is later repealed, the domestic partner provisions in this agreement shall be reinstated upon the effective date of such repeal.

**20.5 Re-Opening:** In the event that the Employer agrees to grant a general wage increase, agrees to a different health plan design, agrees to less contributions to the health plan working rates or agrees to a more favorable step progression freeze with any other bargaining unit, or any other bargaining unit fails to fulfill or is not required to fulfill its proportional share of cost reductions as set forth in Chapter 224: 202, Laws of 2011, during the term of this Agreement, the Parties shall reopen negotiations within thirty (30) days after the Association makes a written demand upon the Employer to exercise this re-opener.

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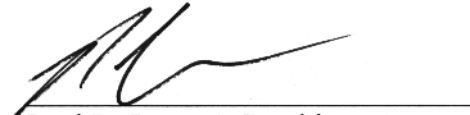
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IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract on the 28<sup>th</sup> day of September, 2011.



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John Lynch, Governor  
State of New Hampshire



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Paul R. Jacques, President  
New England Police Benevolent Association,  
Local 270

Thomas F. Manning, Chair  
State Negotiating Committee

Ronald S. Scaccia  
New England Police Benevolent Association  
New Hampshire State Director

Matthew J. Newland, Manager  
Employee Relations

Tara Reardon, Commissioner  
Department of Employment Security

Earl Sweeney, Assistant Commissioner  
Department of Safety

Sara Willingham, Deputy Director  
Division of Personnel