

***COLLECTIVE BARGAINING
AGREEMENT***

between the

STATE OF NEW HAMPSHIRE

and the

**STATE EMPLOYEES' ASSOCIATION
of NEW HAMPSHIRE, INC.,**

Service Employees International Union

Local 1984

2011 – 2013

PREAMBLE

COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into between the State Employees' Association of New Hampshire, SEIU Local 1984 hereinafter referred to as the "Association", and the _____,* State of New Hampshire, 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 _____,* State of New Hampshire 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:

*Adjutant General, Department of
Administrative Services, Department of
Agriculture, Department of
Banking Department
Corrections, Department of
Cultural Resources, Department of
Education, Department of
New Hampshire Employment Security
Environmental Services, Department of
Fish and Game, Department of
Health and Human Services, Department of
Human Rights, Commission for
Insurance Department
Labor Department
Liquor Commission
Nursing, Board of
Office of Information Technology, Department of
Racing and Charitable Gaming Commission
Postsecondary Education Commission
Resources & Economic Development, Department of
Revenue Administration, Department of
Safety, Department of
Supervisory Unit
State Lottery Commission
Transportation, Department of
Treasury
New Hampshire Veterans Home

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.

Article I
RECOGNITION and UNIT DESCRIPTION

- 1.1. **Recognition:** The Employer recognizes the Association which shall serve as exclusive representative of all classified employees 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 Association 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 Association as a representative of the employees in the unit.
- 1.3. **Association:** Reference to the "Association" as exclusive representative of the employees, means the state organization of the State Employees' Association of New Hampshire, SEIU Local 1984 , 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, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representative for such purposes. Further references to the Association in this Agreement means the State Employees' Association of New Hampshire, SEIU Local 1984, as appropriate under the authority of RSA 273-A.
- 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.

Article II
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 unnecessary 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 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 any branch of state government including, but not limited to, any department, division, agency, commission, or office.
- 2.4. **Privatization and Contracting Out:** The Parties recognize the Employer's right to direct and control state services and the Association's interest in the effect of those activities on unit employees subject to the following:
 - a. The Employer agrees to provide the Association 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 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.

Article III
ASSOCIATION RIGHTS

- 3.1. **Bulletin Boards:** The Employer shall furnish reasonable space on bulletin boards for the use of the Association. The Association shall use this board for posting of notices pertaining to recreational and social activities, Association elections, reports of the Association, or its committees, Association meetings notices, legislative enactments, decisions of the Public Employee Labor Relations Board (PELRB), and judicial decisions affecting public employee labor relations. The Association shall not post any materials which are obscene, defamatory, or impair the operation of the department; or which constitute partisan, political campaign material. Where the Employer finds material posted on the bulletin board to be objectionable as violative of the Agreement, it will consult with the Association or any representative. If such consultation doesn't resolve the Employer's objections, the material in question shall be promptly removed from the bulletin board by the Association. The matter will then be immediately referred to the grievance procedure for resolution. Where the Association 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 Association on a computer disk or other mutually agreed format at least biweekly for the administration of dues deductions and Association programs.

In addition, the Employer shall notify the Association 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 Association 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

- 3.2.1. The Association shall provide a written notice to the Employer that is suitable for inclusion in the "check message" on employee paychecks/advice that informs employees that the Association is the exclusive bargaining representative for all

unit employees and therefore requires access to the employee for Association correspondence. The Employer agrees to place the message on employee paychecks/advices quarterly at the request of the Association.

- 3.3. **Association Business:** The internal business of the Association shall be conducted by full-time and regularly scheduled part-time employees during their non-duty hours.
 - 3.3.1. Association chapters 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 Association business, provided that said mailings are clearly identified as the property of the Association.
- 3.4. **Use of Facilities:** The Association shall be allowed the use of facilities of the Employer for meetings providing that written 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 Association, full and part-time bargaining unit employees, Association staff members, and guests.
 - 3.4.4. Nothing in this provision shall be construed as a limitation of the rights of the Association, its chapters or committees to utilize the Employer's facilities that are otherwise available for public use.
- 3.5. **Access To Employees:** Staff representatives of the Association 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. **Administrative Leave:** SEA officials shall be allowed a cumulative total of sixty (60) days off per contract year without loss of time or pay for the purpose of attending meetings, conventions or conferences relative to labor relations or Association affiliations. Time off shall be limited to five (5) days per official for each such request. All requests shall be submitted to, and approved by, the Bureau of Employee Relations for timely notification to the Employer that the leave has been approved and shall be awarded.

- 3.7. **Union Leave:** The Employer shall grant five (5) working days of union leave to each of the duly elected representatives of the Association to the quadrennial convention of the Service Employees International Union. The Association shall provide the Employer with not less than sixty (60) days notice of the dates for this leave and the names of the elected representatives.
- 3.7.1. The employer shall approve reasonable preparation time, not less than one day per week, during even-numbered years beginning September 1st until negotiations begin for fifteen (15) members of the Association's state-level bargaining team.
- 3.7.2. Once contract negotiations begin, the employer shall permit fifteen (15) members of the Association's state-level bargaining team to attend contract negotiations not less than two (2) days per week.
- a. The Employer shall provide written notice of the agreed upon negotiation schedule to the agency of the Association's bargaining team members.
- b. In the event that negotiations are postponed, cancelled, or end before the mutually agreed upon time, the employer shall permit the Association's bargaining team to utilize the scheduled time to complete outstanding bargaining tasks or for additional bargaining preparation when necessary.
- 3.7.3. The employer shall allow up to five (5) members of the Association to attend sub-unit bargaining with the Master Bargaining Team for their specific sub-unit negotiations on mutually agreed upon dates. Such dates shall include one day to be used by the Association for providing bargaining training to sub-unit bargaining members.
- The employer shall provide written notice of the agreed upon negotiation schedule to the Agency of the members of the Association's sub-unit bargaining teams.
- 3.8. **Group Programs:** The Association shall be allowed the use of seven (7) payroll deductions for any group program(s) in addition to a dues deduction.
- 3.9. **Board of Directors Leave:** The Employer shall authorize up to forty-eight hours per year per person without loss of time or pay for directors and officers of the Association's Board of Directors, for the purpose of attending meetings of the Board of Directors. The employee shall give a seven day notice for use of such leave.
- 3.10. **Employee Orientation:** Full-time unit employees shall be entitled to an Employer orientation within thirty (30) calendar days of hire. The orientation may be presented in written form, by video, in person or by any combination of presentation methods. The Employer shall inform new full-time unit employees that the Association is the exclusive representative of all unit employees and

provide information on all benefit programs provided by the Employer. The Employer agrees to distribute informational packets provided by the Association to new employees. The Association shall be allowed to make a presentation, at orientations offered by the Employer. The presentation may be up to one half hour in duration and shall be conducted by an Association staff person. If an Association staff person is unable to attend the orientation, an Association staff person shall have access to all new employees for up to one half hour at the convenience of the Employer within thirty (30) calendar days following the orientation. This provision shall also apply to regularly scheduled part-time unit employees, however the presentation method shall be at the Employer's choice.

President's Leave: The Employer shall authorize a leave of absence with pay for the President of the Association. The leave of absence with pay shall be taken for a two-year period beginning two (2) weeks after written notice by the Association to the Bureau of Employee Relations and the newly-elected President's agency.

During such leave of absence with pay, the President shall continue to receive and retain all of his/her wages, rights, benefits, and seniority as a state employee except that all leave accumulation shall be frozen for the duration of the leave of absence. Upon returning from the leave of absence, the President shall resume earning leave at the rates appropriate to his/her service at the time of return. The Employer agrees that there shall be no action taken with respect to the President or the President's state position prior to or following his/her return from the leave of absence because of his/her legal union activities.

The Association agrees to reimburse the Employer for the full cost of the wages and benefits for the President, and to indemnify the Employer against any and all liabilities associated with the leave of absence, including but not limited to workers' compensation.

3.11.1. **Executive Leave:** The Employer shall authorize a leave of absence with pay for one (1) employee who is a member of the Association for a two-year period beginning four (4) weeks after written notice by the Association to the Bureau of Employee Relations and said employee's agency.

During such leave of absence with pay, the employee shall continue to receive and retain all of that employee's wages, rights, benefits, and seniority as a state employee except that all leave accumulation shall be frozen for the duration of the leave of absence. Upon returning from the leave of absence, the employee shall resume earning leave at the rates appropriate to that employee's service at the time of return. The Employer agrees that there shall be no action taken with respect to the employee or the employee's state position prior to or following that employee's return from the leave of absence because of that employee's legal union activities.

The Association agrees to reimburse the Employer for the full cost of the wages and benefits for the employee, and to indemnify the Employer against any and all liabilities associated with the leave of absence, including but not limited to workers' compensation.

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

Article IV
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 full and part-time 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 Association shall be made to the Bureau of Employee Relations or to the appropriate agency by either the President, or designee, of the Association. Consultation requests by the Employer shall be made to the President of the Association.

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:** An Association staff member shall represent the bargaining unit alone, or with not more than five (5) employees. The Association 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 Association representatives. The Manager of Employee Relations will attend such consultations whenever feasible providing that his/her attendance may be specifically requested and complied with by notice of either the Association or the Employer.

- 4.2. **Labor Management Committee:**
- 4.2.1. **Composition:** The Parties agree to establish a Labor Management Committee consisting of not more than five (5) representatives of the State Negotiating Committee, one of whom shall be the Manager of Employee Relations, and not more than five (5) representatives of the Association's Master Bargaining Team. The Manager of Employee Relations may designate up to four (4) Human Resources Administrators to serve in lieu of the other members of the State Negotiating Committee.
- 4.2.2. **Meetings:** The Committee shall meet as frequently as may be necessary to carry out its purpose and responsibilities as set forth in this Agreement.
- 4.2.3. **Purpose:** The purpose of the Committee shall be to ensure the application, clarification and administration of this Agreement. The Committee shall have the authority to issue interpretive bulletins to that end.
- 4.3. **Unit Labor Management Committees:** It is mutually agreed that fostering open communication about policy and other matters related to the employment situation is desirable. The parties encourage agencies to establish labor management committees at the agency and unit level. Unit Labor Management Committees shall be established and maintained by mutual consent of the parties. Unit Labor Management Committees may be dissolved by advance notice of one party to the other. The composition of the Unit Labor Management Committees, its agenda and the frequency of its meetings shall be decided by the Committee.

Article V
DUES CHECK-OFF

- 5.1. **Payroll Deduction:** The Association shall be entitled to have payroll deductions for membership dues from its members.
- 5.2. **Written Authorization:** The Association 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 Association members vote for a change in Association dues which necessitates a modification of payroll deductions and the Association 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 Association with Corporate Seal.

5.4. To the extent that action is necessary by the Employer to implement the dues deductions, the Employer shall make reasonable effort to insure that the payroll deductions are put into effect as soon as practicable.

5.5. **Maintenance of Membership:** Full-time and part-time employees who are members of the Association on the effective date of the Agreement shall be notified in writing by the Association that they must retain their membership throughout the period (term) of the Agreement, except that each member shall have the opportunity annually to withdraw membership during a fifteen-day period commencing with the member's anniversary date of employment. The withdrawal shall be in writing, and postmarked no later than the end of the fifteen (15) day period and addressed to:

The State Employees' Association of NH, Inc.
SEIU Local 1984
207 North Main Street
Concord, NH 03301

5.6. **Notice to Members:** Membership application documents for employees who join the Association after the effective date of this Agreement shall contain a conspicuous notation that their commitment is effective for not less than the term of the Agreement.

5.7. **Recovery of Cost:** An individual who is not a member of the Association who request services of the Association in grievance representation shall be charged the full fair cost to the Association of such non-member representation. This section shall expire when the following section becomes effective.

5.8. **Agency Fee:** Any full-time employee who is not a member of the Association shall be required to pay a fee to the Association as a condition of employment in accordance with the following provisions:

- a. This provision shall take effect only when the Association can demonstrate that the sum of its membership in all bargaining units is equal to 60% of the eligible full-time permanent employees in all bargaining units.
- b. Employees who are exempt from the definition of employee contained in RSA 273-A or designated by the Employer as human resources employees shall not be counted as eligible bargaining unit employees and shall be exempt from the fee requirement.
- c. The fee shall not exceed an amount that represents a prorated share of actual cost of negotiating and administering this Collective Bargaining Agreement.
- d. The Employer shall refuse to enforce the fee requirement if the Employer does not agree that the Association has achieved the required level of

membership or, if the Employer believes that the amount of the fee exceeds the prorated share of the actual cost of negotiating and administering the Collective Bargaining Agreement. As a remedy, the Association shall file an unfair labor practice charge against the Employer for breach of contract.

- e. Any employee who is hired by the Employer on or after the effective date of this Agreement shall be required to become a member of or pay a fee to the Association as a condition of employment if the Association membership in the bargaining unit into which the employee is hired is equal to 50% or more of the eligible full-time employees in that bargaining unit.

Determination of whether 50% Association membership exists in any bargaining unit shall be made by the parties at least thirty (30) days prior to the expiration date of the Agreement. The fee payments in which a 50% or greater Association membership is determined to exist shall be effective on the first payday following July 1st of that year and shall continue for the duration of the Agreement regardless of any change in the percentage of Association membership in those units.

Notwithstanding provisions set forth above to the contrary, in the first year of this Agreement, the Association shall calculate the amount of the fee after an audit of its books no later than October 1, 2001 and the fee will be effective on the first pay day after confirmation of the fee by both parties. The fee shall be assessed on a prospective basis on employees hired on or after August 1, 2001 in accordance with the terms of this Agreement.

Article VI ***BASIC WORK WEEK***

6.1. Basic Work Week:

- 6.1.1. The basic workweek for every full-time clerical, supervisory and professional employee in the state classified service in each unit, with due allowance for authorized holidays and leaves of absence with pay, shall be thirty-seven and one half (37 1/2) hours per week.
- 6.1.2. The basic workweek for every full-time trade, custodial or other employee in a similar category in the state classified service in each unit, with due allowance for authorized holidays and leaves of absence with pay, shall be either forty (40) hours per week or thirty-seven and one half (37 1/2) hours per week.
- 6.1.3. The basic work period for every full-time law enforcement employee in state classified service in each unit shall consist of one hundred sixty (160) hours in a twenty-eight (28) consecutive day period. The basic work period for every full-time fire protection employee in state classified service in each unit shall consist of two hundred twelve (212) hours in a twenty-eight (28) consecutive day period.

- 6.1.4. Work hours beyond the basic workweek or work period are voluntary overtime hours except for full-time law enforcement employees, full-time fire protection employees or where specifically agreed otherwise by the Parties. Such overtime hours may be reduced or eliminated at the discretion of the Employer.
- 6.2. **Breaks:** 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:** Every employee shall receive a lunch period of not less than one half hour nor more than one hour. Such lunch periods shall not be considered working time. However, exceptions to this provision may be made upon mutual agreement of the employee and the Employer.
- 6.4. **Schedules:** Department work schedules for groups of employees, meaning two (2) or more employees, shall continue in effect for the life of this Agreement unless there is reasonable cause for the Employer to adjust such schedules. The Employer shall post and provide three (3) calendar weeks notice to the Association of any proposed schedule change, and upon request, shall meet with the Association prior to the scheduled date of implementation.
- 6.5. **Flexible or Alternative Schedules:** Nothing in the Agreement shall prevent the Employer and an employee, or group of employees, with the prior notice to and approval of the Parties, from mutually agreeing to flexible or alternative work schedules. This shall include “Baylor” plan type schedules at direct care institutions. Employees shall have the right to request a flexible or alternative schedule and to receive a timely response from the Employer.

Article VII ***OVERTIME***

7. **Overtime Distinctions:** For purposes of this article a distinction between employee types, exempt and non-exempt, applies. Non-exempt classifications are listed in Appendix B. This Appendix is subject to revision in accordance with Section 7.1.3. Furthermore, the provisions of this contract shall apply to both full and part-time employees.
 - 7.1. **Overtime Defined:** Overtime is authorized work performed in excess of the basic work week as defined in Article VI.
 - a. **Work at Higher Rate:** If an employee is required to work overtime, overtime will be computed at the employee's regular rate unless the rate of the position assigned is higher, in which case the employee receives the higher rate.

- b. **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 is computed at the employee's regular rate unless the employee volunteers for overtime work in a position at a lower rate of pay then the overtime is computed at the lower rate.
 - c. **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.
- 7.1.1. **Straight Time Rate:** Where the basic workweek is 37 1/2 hours, the first 2 1/2 hours of overtime will be compensated as follows:
- a. Non-exempt employees shall be entitled to overtime pay at straight time.
 - b. Exempt employees shall, at the discretion of the Employer, be paid overtime at straight time or given compensatory time off.
- 7.1.2. **Time and One Half Rate:** Where the basic workweek is 37 1/2 hours, overtime in excess of 2 1/2 hours, and where the basic workweek is forty (40) hours, all overtime shall be compensated as follows:
- a. Non-exempt employees shall be entitled to overtime pay at the rate of time and one half. Shift differentials shall also be included where appropriate.
 - b. Exempt employees will be given compensatory time off or overtime pay at straight time.
 - c. All hours that an employee is on pay status will constitute "time worked" for the purpose of determining the workweek required to establish eligibility for overtime compensation.
 - d. There shall be no pyramiding or duplication of compensation by reason of overtime or holiday or other premium pay provisions of this Agreement.
 - e. Hours compensated for while on authorized overtime in accordance with RSA 99B and RSA 99C shall not constitute "time worked".
 - f. **Alternative Work Schedule:** An employee who works a schedule which does not consist of five (5) consecutive 7 1/2 or 8 hour days, shall only be entitled to that premium pay for overtime worked which is specifically provided for in the memoranda of agreement which authorizes alternative work schedules or flex-time.

- 7.1.3. **Determining Exemption:** The Parties agree that it shall be the responsibility of the Labor Management Committee to determine whether any position in any unit is exempt or non-exempt. The Labor Management Committee shall, in making its determination, consider past practice, pertinent wage and hour law, equity and the ability of employees to control their own work hours.
- 7.1.4. **Overtime Funding:** When authorized, payment for overtime is subject to the availability of appropriate funding. Whenever funds are not available, employees who work authorized overtime shall receive compensatory time off at the rates specified in 7.1.1. and 7.1.2.
- a. The Employer may not require any employee to accrue by overtime work, compensatory time in an amount which exceeds the number of hours in that employee's basic workweek. The Employer and an employee may mutually agree to exceed this limit. If an employee is required to work overtime beyond the limits set forth herein, the employee shall be paid.
 - b. Accrued compensatory time must be taken within one year from the date the compensatory time is earned. The Employer shall give compensatory time off at a mutually agreeable time within said year or the Employer shall make payment for the compensatory time.
 - c. When an employee is paid for compensatory time it shall be at the employee's rate of pay at the time of payment.
 - d. When overtime funds are available in any pay period, non-exempt employees who work authorized overtime shall have first refusal on the available funds to compensate for that overtime.
- 7.1.5. **Compensatory Time:** An employee may receive compensatory time off at the rates specified in 7.1.1. and 7.1.2. in lieu of overtime pay upon mutual agreement between the Employer and the employee.
- 7.2. **Overtime Administration:** All overtime assignments are to be administered in accordance with the following provisions:
- a. Overtime assignments are voluntary unless the number of volunteers are not sufficient to carry out the orderly transaction of business, in which case, the Employer may exercise his/her discretion to make appropriate overtime assignments.
 - b. Overtime assignments, to the extent possible, shall be distributed equally among qualified employees who customarily perform the kind of work required with preference given to those employees currently assigned to the work section in which the overtime is to be worked.

- c. An employee shall not be relieved of duty during the regular shift hours in his/her basic workweek in order to compensate for or offset overtime hours worked unless: (1) he/she agrees to be relieved of duty; (2) it is in the interest of the employee, the Employer or the general public to relieve the employee of duty for reason of health or safety.

7.3. **Return to Work:**

7.3.1. **Call Back:** Non-exempt employees called back to his/her place of work or other site away from his/her home without prior notice on the same day after once leaving work or before the next regular starting time, shall be compensated at one and one half time the hourly rate for the hours worked and shall be guaranteed a minimum of not less than three (3) hours of premium pay. Non-exempt employees who are called back to work again, but within a three (3) hour minimum premium pay period as provided above, shall not be entitled to an additional minimum of three (3) hours of premium pay. Call back hours shall not be considered a part of the basic workweek for overtime purposes.

7.3.1.1. Full-time employees called back to their place of work or other site away from their home shall have the "hours worked" computed from portal to portal.

7.3.2. **On-Call:** Any employee who is subject to being recalled to his/her place of work or other site away from his/her home, shall be deemed in On-Call status and shall receive one (1) hour of pay for every four (4) hours in On-Call status. When an employee in On-Call status is actually called back to his/her place of work or other site away from his/her home, the provisions of 7.3.1 and 7.3.1.1 shall apply. The employee shall be notified of when he/she is expected to be on On-Call status.

- a. Any employee who is expected to be available by pager, cell phone or other means to respond during off duty hours and who is not subject to being recalled to his/her place of work or other site away from his/her home, shall be paid for actual hours worked when responding and shall be guaranteed a minimum one (1) hour of compensation per occurrence except for subsequent occurrences within the guaranteed one (1) hour minimum.

7.3.3. **Standby:** Any 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

7.4. **Payment for Overtime:** 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.

Article VIII
OVERTIME for LAW ENFORCEMENT and
FIRE PROTECTION EMPLOYEES

8. **Overtime Distinctions:** For purposes of this article a distinction between exempt employees and non-exempt employees in each category also applies. A listing of law enforcement employees, exempt and non-exempt, and fire protection employees, exempt and non-exempt, is contained in Appendix C.
- 8.1. **Overtime Rates:** Law enforcement employees and fire protection employees, in recognition of their off-duty availability, shall receive wages equal to the wages listed for their respective position in Appendix A plus ten percent (10%) or twenty percent (20%) as indicated in Appendix C. The 10% and 20% additions to wages are in lieu of any compensation for recall status and the Parties agree that employees covered by this provision are expected to be available for return to duty during off-duty hours when notified of the expectation.
- a. The maximum hours agreed to for law enforcement employees is one hundred sixty (160) hours in a twenty-eight (28) consecutive day period unless otherwise indicated in the Agreement.
- b. The maximum hours agreed to for fire protection employees is two hundred twelve (212) hours in a twenty-eight (28) consecutive day period.
- 8.2. **Excess Overtime:** The compensation due to law enforcement employees and fire protection employees who perform authorized work in excess of the maximums established by 8.1. is as follows:
- a. Exempt law enforcement and exempt fire protection employees shall be entitled to the regular rate of compensation for each hour of overtime worked.
- b. Non-exempt law enforcement and non-exempt fire protection employees shall be entitled to time and one-half of compensation for each hour of overtime worked.
- 8.3. **"Time Worked" Defined:** The following provision constitutes the understanding of the Parties with respect to defining time worked for the purpose of determining the number of hours required for overtime compensation eligibility.

"Time worked" for law enforcement employees and fire protection employees 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.

- 8.4. **Overtime Funding:** Whenever funds are not available, non-exempt law enforcement employees and non-exempt fire protection employees who work authorized overtime shall receive compensatory time off equal to one and one-half (1 1/2) the number of actual hours worked.
- 8.5. **Overtime Offsets:** Non-exempt law enforcement employees and non-exempt fire protection employees may be relieved of duty during the regular shift hours in the basic work period or workweek in order to compensate or offset potential overtime.
- 8.6. **Return to Work:**
 - 8.6.1. **Call Back:** Non-exempt full-time 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.
 - 8.6.1.1. Full-time employees called back to work pursuant to 8.6.1. shall have the "hours worked" computed from portal to portal.
 - 8.6.2. **Standby:** Any law enforcement employee or fire protection 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.
 - 8.6.3. **Hold Harmless:** Any full-time employee who, on the effective date of this Agreement, occupied a position designated as Non-standard Workweek shall continue to receive the 10% or 20% pay differential until that employee vacates the position. The employee will be expected to fulfill the on-call obligations for which the differential is provided, and the "time worked" will continue to be defined as time actually worked for these employees.

Article IX
HOLIDAYS

9.1. **Eligibility:** All full-time and part-time employees shall be entitled to all holidays prescribed by law or the chief executive with approval of council, 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.

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

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

9.3. **Weekend Holidays:**

9.3.1. A full-time 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.

9.3.2. A full-time 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.

9.4. **Holidays Worked:** When a full-time or regularly scheduled part-time 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 the rate of time and one half for hours actually worked on the holiday or (2) be given compensatory time off equal to one and one half the number of hours actually worked. A calendar holiday begins after 12:00 a.m. on the actual day of the holiday and ends at midnight on the same day. Only hours worked on the actual calendar holiday are to be compensated as indicated above.

- 9.5. **Holidays On Flex Schedules:** The premium compensation provided by 9.4. for those employees on flexible or alternative work schedules shall be limited to seven and one-half (7 1/2) hours for 37 1/2 hour employees and eight (8) hours for forty (40) hour employees.
- 9.6. **Floating Holidays:** In addition to the authorized days in 9.2. each employee, including each academic employee, shall be authorized two (2) floating holidays of his/her choice per fiscal year.
- 9.6.1. **Accrual:** Employees shall accrue one (1) day on July 1, and one (1) day on January 1 of each fiscal year.
- 9.6.2. **Equivalence:** A day shall be worth 7.5 hours for employees on a 37.5 hour workweek, and 8 hours for employees on a 40 hour workweek.
- 9.6.3. **Usage:** Days accrued under this provision must be requested in whole days, and granted within the fiscal years covered by this Agreement.
- 9.6.4. **Application:** Requests for, and the granting of, shall conform to the pertinent requirements and standards set forth in Article 10.3.
- 9.6.5. **Denial of Application:** The 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 the Agreement.
- 9.6.6. **Payment of Accrued Time:** Any employee who terminates for any reason shall be paid for all days earned, if not taken, under section 9.6.

Article X
ANNUAL LEAVE

- 10.1. **Entitlement:** Full-time employees in the bargaining unit will be entitled to annual leave with full pay based on the formula given below. Each employee's entitlement shall be computed at the end of each completed month of service. Employees rendering seasonal or temporary service in excess of six (6) months, shall be entitled to annual leave at the same rate for time actually worked. Annual leave shall be cumulative for not more than the prescribed days and shall not lapse.

Continuous Years Worked	Days accrued per		Maximum Accrual
	Month	Year	
0 thru 1	1	12	12*
2 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

For employees working a 37 1/2 hour week, 1 1/4 days = 9 hours, 23 minutes; 1 1/2 days = 11 hours, 15 minutes; and 1 3/4 days = 13 hours, 8 minutes.

For all other employees, 1 1/4 days = 10 hours; 1 1/2 days = 12 hours; and 1 3/4 days = 14 hours.

*No payment for accrued but unused annual leave will be made upon separation from employment within the first twelve (12) months of employment.

10.1.1. **Academic Employees:** Academic employees now excluded from annual leave entitlement shall be granted personal days per annum according to the schedule below to be deducted from sick leave, such days to be noncumulative and shall not count against bonus leave accumulation. Such personal leave shall be taken in accordance with section 10.3.

Continuous Years Worked	Personal Leave
1 thru 8	1
9 thru 15	2
16 plus	3

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

10.1.3. **Seasonal Employees:** Permanent seasonal employees shall be permitted to carry over six (6) annual or bonus leave days to succeeding seasonal work periods with the same agency in lieu of payment at the end of the season for those days. The maximum balance of carried days for any seasonal employee shall be ten (10) days.

10.2. **Application Conflicts:** Should a conflict arise between two or more 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.

10.3. **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 one week 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.

10.3.1. **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.

10.3.2. **Civil Leave:** An 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 an 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.

An 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.

10.4. **Probationary Employees:** Employees with probationary and provisional appointments, unless they have permanent status, while accruing annual leave during the provisional and probationary period, shall be entitled to accrue and utilize such leave as earned with appropriate approval pursuant to section 10.3. No payment for accrued but unused annual leave will be made upon separation from employment within the first twelve (12) months of employment.

Transition: Employees who are in probationary or provisional status on the effective date of this Agreement, unless they have permanent status, shall be credited with the appropriate number of leave hours commensurate with their service and may utilize such leave with appropriate approval pursuant to section 10.3.

- 10.5. **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 an employee while in the bargaining unit, a sum equal to the number of days annual leave remaining shall be paid to his/her estate.
- 10.6. **Agency Transfers:** Any 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.
- 10.7. **Reporting:** All accumulated annual leave time earned by an 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.
- 10.8. **Blood Donations and Bone Marrow Registry Testing:** Full-time or regularly scheduled part-time 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.
- 10.9. **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 work due to such a determination, will not be charged leave for the period of closure. 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.
- 10.10. **Civic Duties:** An 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.
- 10.11. **Advance of Pay:** In the event that an employee is to be on annual leave for not less than two (2) calendar weeks, the employee, upon a request made at least two (2) weeks prior to his/her last work day, shall be afforded the opportunity to have his/her next regularly scheduled pay check forwarded in accordance with his/her wishes.
- 10.12. **Leave of Absence:** Any 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.

- 10.13. **Recall from Leave:** Once an 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.
- 10.14. 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.
- 10.15. Any full-time employee of the State 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 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.
- a. 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 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.

Article XI
SICK LEAVE

- 11.1. **Entitlement:** Full-time employees in the bargaining unit will 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. Employees rendering seasonal or temporary service in excess of six (6) months, shall be entitled to accrue sick leave at the same rate for time actually worked. Sick leave shall be cumulative for not more than the prescribed days and shall not lapse.

Continuous Years Worked	Days Accrued per Month	Year	Maximum Accrual
0 thru 8	1 ¼	15	90

9 thru 15	1 ¼	15	105
16 plus	1 ¼	15	120

For employees working a 37 1/2 hour week, 1 1/4 days equals 9 hours, 23 minutes.

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

11.1.1. **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:

37.5 Hour Week

Sick Leave Used	Bonus Leave Earned
22 hours, 30 minutes or less	30 hours
30 hours or less	22 hours, 30 minutes
37 hours, 30 minutes or less	15 hours
45 hours or less	7 hours, 30 minutes
more than 45 hours	0 hours

40 Hour Week

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 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 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.

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

11.1.3. **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, an 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.

11.1.4. **Payment:** Upon retirement under RSA 100-A:5 or 6 or termination as a result of a reduction in force, an 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.

11.2. **Allowable Uses:** An 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.

An 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, an 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.

11.2.1. **Bereavement Leave:** An 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.

11.2.2. **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.

- 11.2.3. 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.
- 11.2.4. **Workers Compensation:** An 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 employee's return to work.
- 11.3. **Application for Use:** To utilize his/her sick leave allowance, the 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*"

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

- 11.4. **Certification:** An 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 employee's leave.
- 11.5. **Payment - Termination; Death:** Upon the resignation or dismissal of any employee in the bargaining unit the number of days of sick leave remaining to his/her credit shall lapse. In the event of death of any employee while in the state classified service, a sum equal to the number of days sick leave remaining shall be paid to his/her estate.

- 11.6. **In-State Transfer:** Any 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.
- 11.7. **Payment - RIF:** Whenever a former employee, who has been separated from the bargaining unit 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.
- 11.8. **Reporting:** All accumulated sick leave time earned by an 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.
- 11.9. 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 11.1. 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.
- 11.10. 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.

Article XII
ASSOCIATION REPRESENTATION

12.1. **Stewards:** The Employer agrees to recognize the Steward(s) duly authorized by the Association in accordance with the following schedule.

Adjutant General, Department of	3
Administrative Services, Department of	2
Agriculture, Department of	1
Banking Department	1
Corrections, Department of	4
State Prison for Men	3
State Prison for Women	3
North Country Correctional Facility	3
Corrections Supervisors	5
Secure Psychiatric Unit	3
Cultural Resources, Department of	1
Education, Department of	4
Employment Security	9
Environmental Services, Department of	
Air Resources Division	1
Water Division	2
Waste Management Division	1
Office of the Commissioner	1
Fish and Game, Department of	2
Health and Human Services, Department of	24
Glenclyff Home	3
Juvenile Justice Services, Div. for	4
New Hampshire Hospital	6
Human Rights Commission	1
Information Technology, Office of	4
Insurance Department	1
Labor Department	1
Liquor Commission	7
Board of Nursing	1
Racing and Charitable Gaming Commission	1
Postsecondary Education Commission	1
Resources & Economic Development, Department of	3
Revenue Administration, Department of	1
Safety, Department of	9

Supervisory Unit	2
Sweepstakes Commission	1
Transportation, Department of	13
Treasury	1
Veterans Home	3

- 12.2. **Non-discrimination:** The Employer agrees there shall be no discrimination against any Steward because of his or her duties as an Association official or member. The Association shall furnish the Employer a list of the Stewards representing the agency and keep the list current.
- 12.3. **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 the provisions of this Agreement. The Association 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.
- 12.3. **Use of Work Time:** The Employer shall authorize a reasonable amount of time during the regular working hours without loss of time or pay, to permit the Steward to carry out their responsibilities in accordance with the provisions of this Agreement. The Association agrees that it shall guard against the use of excessive time in handling such responsibilities. Each Steward, before leaving his/her assigned work area to transact appropriate Association business, shall first obtain the consent (which consent shall not be unreasonably withheld) of his/her immediate supervisor; 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.
- 12.4. **Training:** The Employer agrees to authorize three (3) days off in each contract year, without loss of time or pay for the Steward(s) to attend an Association training program. The Association shall notify the Employer not less than twenty (20) days in advance of such proposed training program.
- 12.5. **Temporary Replacement:** Whenever an 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.
- 12.6. **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 Association shall reimburse the Employer for any other expense to the state incurred as a result of the Steward's function.

- 12.7. **Steward/Agency Meetings:** Agency heads shall meet with steward(s) upon written notice from the Association. Such meetings will be held within ten (10) working days from the request date, unless it is mutually agreed to extend the time frame.
- 12.8. **Representation of Employees:** An employee shall be entitled to Association 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 Association 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. The provisions of this article shall apply to both full and part-time employees.

"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.

Article XIII ***SAFETY and HEALTH PROTECTION***

- 13.1. **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 Association shall fully cooperate by encouraging full-time or regularly scheduled part-time employees to perform their assigned tasks in a safe manner.
- 13.2. **Safety Committee:** A Safety Committee composed of members representing full-time and regularly scheduled part-time employees and representing management within the bargaining unit or multiple bargaining units within the same location shall 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 employee. Voluntary compliance will be sought initially to reduce injuries and lost workdays.
- 13.2.1. **Meetings:** The Safety Committee shall meet at the call of either the Employer or the Association, within ten (10) days.
- 13.3. **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.

- 13.4. **Access to Inoculations, Diagnostic Clinics:** Full-time and regularly scheduled part-time 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.
- 13.5. **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.
- 13.6. **Leave for Training:** The Employer may authorize reasonable time off for safety committee members to attend safety and health seminars and training sessions.
- 13.7. **Establish Programs:** The Safety Committee shall investigate the feasibility of the establishment of an employee assistance program, comprehensive health and lifestyle programs, and affect their implementation to the full extent found to be feasible.
- 13.8. **Training for Specialized Equipment:** The Safety Committee shall establish guidelines that will insure the proper training for all full-time or regularly scheduled part-time employees who use unique or specialized equipment.
- 13.9. **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

Other areas of health and safety are subjects of concern for the Safety Committee.

- 13.10. **Unit Safety Committees:** Each unit shall have a Safety Committee with equal numbers from management and labor. Labor representatives shall be appointed by the Association.
- 13.11. **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 Association retains the right to submit the matter to arbitration under Article XIV, Section 14.5.
- 13.12. The Employer will make every reasonable effort to insure that the employee parking areas are properly plowed and/or treated prior to 7:30 a.m., in cases of inclement weather.

Article XIV ***GRIEVANCE PROCEDURE***

- 14.1. **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.
- 14.1.1. **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 Association agree to work together towards this end. Nothing in this article shall be interpreted as preventing or discouraging any full-time or regularly scheduled part-time 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.
- 14.1.2. **Investigations:** The Steward, when requested by one or a number of employees whom that Steward 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 Association 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 Association may substitute an Association staff person in place of the Steward if the Steward is not available.
- 14.1.3. **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 according to the organizational pattern of his/her agency. There shall be not less than two nor more than five adjustment steps.

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

14.1.5. **Non-Intervention:** Nothing in this Article shall be construed as an abrogation of the right of any full-time or regularly scheduled part-time employee to present a grievance without the intervention of the exclusive representative in accordance with RSA 273-A:11(a).

14.1.6. **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.

14.1.7. In any case where the rights of the Association, as opposed to rights of members, are affected, the Association 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.

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

14.1.9. **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.

14.1.10. **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 Association.

14.2. Grievance Procedure - ***STEP I - Employee and Immediate Supervisor***

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

14.2.2. 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.

14.3. Grievance Procedure - ***STEP II - Employee and Intermediate Supervisor***

14.3.1. 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.

14.3.2. 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.

14.3.3. 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.

14.4. Grievance Procedure - ***STEP III - Employee and Agency Head***

14.4.1. 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.

14.4.2. 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.

14.4.3. 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.

14.5. Grievance Procedure - ***STEP IV – ARBITRATION***

14.5.1. If subsequent to the agency head's decision the Association feels that further review is justified a petition may be submitted to the Labor Management Committee for the appointment of an arbitrator as provided in 14.5.4. or for the Labor Management Committee to schedule a meeting to review the petition. Said petition shall be submitted within fifteen (15) working days from the date the employee or Steward was notified of the decision. A copy of the petition must be sent to the Employer at the same time. A decision shall be made by the LMC within 30 days after reviewing a petition. The employee, steward and agency head shall be notified of the decision in writing within 30 days.

14.5.2. **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.

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

14.5.4. **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 days of the receipt of the demand for arbitration by the Labor Management Committee. If agreement cannot be reached within the fourteen days, either party may petition the Public Employees Labor Relations Board for the appointment of an arbitrator. Within thirty (30) days of the selection or appointment of the arbitrator, the parties agree to request a mutually agreeable hearing date from the arbitrator.

14.5.5. **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.

14.6. **General Provisions:**

14.6.1. **Sufficient Steps:** Steps I and III may be sufficient in a small unit. Step II may be duplicated as an additional step in a large unit where more than one intermediate supervisor may be affected.

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

- 14.6.3. **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.

Article XV
SEPARABILITY

- 15.1. 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.

Article XVI
EMPLOYEE RECORDS and RIGHTS

- 16.1. **Access to Personnel Files:** All full-time and part-time 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.
- 16.1.1. **Copies of Letters:** A full-time or regularly scheduled part-time 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.
- 16.1.2. **Employment Recommendations:** If requested, upon termination a full-time or regularly scheduled part-time employee will be advised of any recommendation for rehire which has been made a part of that employee's record.
- 16.2. **Location of Files:** Every full-time or regularly scheduled part-time 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 relate directly in any way to an employee's status as an employee.
- 16.3. **Reasons for Non-Selection:** A full-time employee who is not selected after applying for a posted position shall be informed in writing of his/her non-selection and the reason therefore within a reasonable period of time as required by Per 602.02.d. of the Administrative Rules of the Division of Personnel.
- 16.4. **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.
- 16.5. **Investigation of Employees:** Any unit employee who becomes the subject of an administrative investigation conducted by his/her agency shall be afforded, as a

minimum, the following rights:

- a. The agency head or designee shall inform the subject employee in writing within ten (10) calendar days of the date the investigation commences that an investigation of that employee has commenced and the reason(s) for the investigation.
 - b. The agency head or designee shall inform the subject employee bi-weekly or more often in writing or by email as to the status of the investigation and the probable date of completion.
 - c. During the investigation, the status, schedule, and assignment of the subject employee shall remain unchanged unless the agency head or designee determines that, for good cause, the subject employee's status, schedule, assignment, or other conditions of employment should be changed. In such a circumstance, every possible effort shall be made to keep the subject employee on the same shift and the same regular days off.
 - d. If the investigation results in an exoneration of the subject employee, that employee shall be informed of that result in writing and all reports and documents pertaining to the investigation shall be sealed and stored separately from the employee's personnel records and files.
 - e. Any change undertaken pursuant to sub-section "c." above shall be immediately and completely reversed if the investigation results in an exoneration of the subject employee.
 - f. For the purposes of this provision, an investigation is defined as an inquiry into an allegation or allegations against a unit employee which, if founded, could possibly result in serious discipline including suspension without pay and dismissal.
 - g. No unit employee shall suffer loss of state-paid benefits during a suspension with or without pay pending investigation.
- 16.6. **Changes of Job Specifications:** All 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.
- 16.7. **Privacy:** The Employer agrees to make every reasonable effort to counsel and/or reprimand full-time or regularly scheduled part-time employees in private and to limit discussion of any employee's problems by supervisors to essential parties.
- 16.8. **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.

16.9. **Layoff Procedures:** An appointing authority may lay off an employee only when layoff becomes necessary because of the following reasons:

1. Abolition of a position;
2. Change in organization;
3. Decline in agency work load;
4. Insufficient funding;
5. Change in state law; or
6. Change in federal requirements.

(a) The appointing authority shall first determine, by division, the class or classes to be affected within the agency.

(b) Each employee whose position is in an affected class shall be considered with other employees in the same class within a division of an agency in accordance with seniority, whether the employee is on duty or leave status, or receiving workers' compensation.

(c) Seniority: Seniority for the purpose of layoff shall be the length of continuous full-time service with the state from the last date of hire to full-time service on the basis of years, months, and days of service including military leave and approved leave for an illness or injury under the Family Medical Leave Act for a non-probationary employee, except that any days, months, or years of leave without pay for educational or personal reasons shall not be counted

(d) No permanent employee shall be laid off from any position while there are temporary fill-in, or initial probationary employees serving in the same class of position within the same division of the agency.

(e) Except in instances of an individual possessing unique credentials that are necessary for the agency to carry out a legislated mandate, seniority shall govern the order of layoff.

(f) Prior to layoff, appointing authorities, with the assistance of the division of personnel, shall attempt to reassign an employee into a vacant position under the following conditions:

- (1) The reassignment does not result in a promotion; and
- (2) The employee being reassigned qualifies for the vacant position.

(g) If there is no vacancy into which an employee can be reassigned as provided in (f), an appointing authority shall attempt to demote an employee in lieu of layoff as long as the employee can be certified for the lower classification pursuant to Per 405.

(h) When demoting an employee in lieu of layoff, the appointing authority may take such action when:

- (1) Such demotion serves to protect the efficiency of the agency; and

(2) The order of demotion occurs in a similar progression as that through which the employee was promoted.

(i) This provision shall take effect upon execution of this contract and shall expire on June 30, 2013.

16.9.1. Notice of Layoff

(a) With the exception of (b), an appointing authority shall give written notice of the proposed layoff and the reasons therefore to the affected employee(s) and to the director of personnel at least 14 calendar days before the date the layoff becomes effective.

(b) In the case of temporary fill-in, seasonal part-time, part-time, or intermittent employees, advance written notice of layoff shall not be required.

(c) This provision shall take effect upon execution of this contract and shall expire on June 30, 2013.

16.10. Rights at Lay Off: A bargaining 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; and,
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; and,
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.

Article XVII
NOTICES

- 17.1. **Notice to Association:** Whenever a written legal notice is required to be given by the State to the Association, such notice shall be given to the state organization of the State Employees Association of New Hampshire, Inc., with offices in Concord, New Hampshire.
- 17.2. **Notice to State:** Whenever written legal notice is required to be given by the Association to the Employer such notice shall be given to the Manager, Bureau of Employee Relations at the Division of Personnel.

Article XVIII
WAIVER

- 18.1. 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.

Article XIX
WAGES and BENEFITS

- 19.1.1. Full-time employees shall be entitled to all the rights and benefits provided by this Agreement. Part-time employees, who are employed on other than a seasonal, irregular or on-call basis, shall be entitled to all the rights and benefits provided by the Articles of this Agreement that specifically reference part-time employees.
- 19.2. **Wages:**
 - 19.2.1. Each classified full-time and part-time employee shall be paid in accordance with the salary schedules 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.
 - 19.2.2. The Parties agree that there shall be three additional steps added to the salary matrices effective December 28, 2001. Full-time and part-time 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.

19.2.3. **Nursing Salary Schedule:** Registered Nurses and Licensed Practical Nurses working at an institution in a direct care position shall be paid in accordance with the salary schedule contained in Appendix A.

19.2.4. 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.

19.3. **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.

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

19.3.2. **Applicable Rates:** Any applicable compensation for overtime and holidays shall be paid in conjunction with the full-time or regularly scheduled part-time employees regular pay check for the pay period in which such work was performed.

19.3.3. **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).

19.4. **Travel Reimbursement:**

19.4.1. **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 Association pursuant to the provisions of Article IV.

19.4.2. **Reimbursements and Advances:** The Employer agrees to reimburse all full-time and part-time 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.

19.4.3. **Mileage:** The Parties agree that all full-time and part-time 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.

19.4.4. **Meals:** All full-time and part-time 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

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.

19.4.5. **Lodging:** The Employer agrees to reimburse all full-time and part-time 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.

19.4.6. **Access to Regulations:** Upon request, any full-time or regularly scheduled part-time employee shall be provided with access to all travel regulations and any changes promulgated thereto.

- 19.5. **Portal-to-Portal:** All employees shall receive portal to portal mileage reimbursement when on a call back.
- 19.6. **Uniforms:** If an employee is required, by the Employer, to wear a uniform, such uniform shall be issued to the employee.
- 19.7. **Access to Rules and Regulations:** All full-time and part-time employees shall have available to them all rules, regulations and directives relative to the department by which they are employed. In addition, the Employer shall furnish the Association with 15 copies of the Rules of the Division of Personnel for internal distribution.
- 19.8. **Health Insurance:**
- 19.8.1. 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 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 \$20.00 per pay period for employee only coverage, \$40.00 per pay period for two-person coverage, or \$60.00 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.
- 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 who

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. All approved vendors affiliated with the health plan administrator shall be permitted to provide services on state premises for employees.

- 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
 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.

19.8.2. **Health Benefit Committee:** There shall be a health benefit committee composed of four members appointed by the Employer and four members appointed by the Association. One Association appointee, chosen by the Association, shall be placed on the evaluation teams responsible for scoring the responses to the Employer's solicitations for health plan administrators, dental plan administrators and pharmacy benefit plan administrators. The Association appointee shall agree to be bound by RSA 21-I: 13-a, II and any other confidentiality obligation as may be imposed on the Employer.

- a. The purpose of the committee is: (1) to work with the Employer on all issues related to the purchase and administration of health benefit plans authorized or required by this agreement; and (2) to make recommendations to the Employer for changes in benefit design, utilization management, and/or provider payment policies that will preserve the continued viability of the health plan by limiting the growth in claims costs while improving the quality of care, including, but not limited to, recommendations concerning health education, wellness incentives, incentives to utilize "centers of excellence" or more efficient providers, preventive medical services, case management, disease management, high-risk intervention, aligning provider payment policies with quality improvement, and providing consumer information on treatment alternatives and provider cost-effectiveness.
- b. The Employer shall make available to the committee such expert advice and assistance as is reasonably necessary to accomplish its mission and the committee shall be entitled to receive any information relevant to its mission which does not violate Federal or State individual privacy rights or is not deemed to be confidential by law.
- c. The Employer shall consider the reports and recommendations of the committee on issues related to the purchase and administration of the health benefit plan before making final purchasing decisions, provided that the reports and recommendations are timely filed. Nothing contained in this section shall prevent the Association's representatives on the Committee from contacting the Governor and Executive Council members about any health benefit vendor contract subject to any non disclosure agreement or statutory disclosure prohibition. The Department of Administrative Services shall notify the Association's Committee representatives of its intent to place such

contract onto the Governor and Executive Council agenda by providing a copy of the contract to be submitted as many days in advance of the specific meeting at which it intends to bring forward such contract for Governor and Executive Council approval as is permitted by law.

- d. The Employer shall consider the reports and recommendations of the committee on issues related to claims costs and quality of care before making proposals for health benefit plan changes in renegotiation of this Agreement, provided that the reports and recommendations are filed by July 1 of even-numbered years.
- e. The Committee shall meet at least quarterly.
- f. The Employer and the Association shall receive a copy of any report or recommendations prepared by the Health Benefit Committee.

19.8.3. Additional Health Benefit Advisory Committee Duties: The Committee shall develop recommendations for the parties to secure alternative funding and provide for future retiree health expenses as described in NH RSA 21-I: 30.

- a. The committee shall also develop annual recommendations to the Commissioner of Administrative Services for current retiree health plan design changes that ensure the long-term sustainability and provision of the retiree health benefit.
- b. The parties shall jointly support an amendment to RSA 21-I: 30 that states:
21-I:30. Medical and Surgical Benefits.

1. The state shall pay a premium for each state employee and permanent temporary or permanent seasonal employee as defined in RSA 98-A:3 including spouse and minor, fully dependent children, if any, and each retired employee, as defined in paragraph II of this section, and his or her spouse, or retired employee's beneficiary, only if an option was taken at the time of retirement and the employee is not now living, toward group hospitalization, hospital medical care, surgical care and other medical benefits plan or a self-funded alternative within the limits of the funds appropriated at each legislative session and providing any change in plan or vendor is approved by the fiscal committee of the general court prior to its adoption, or as otherwise provided in a collective bargaining agreement. Funds appropriated for this purpose shall not be transferred or used for any other purpose.

- c. The parties shall study the feasibility of establishing a tax-sheltered welfare benefit fund to pre-fund retiree health care benefits and report the study's findings no later than November 1, 2010.
- d. The Employer shall make available to the committee such expert advice and assistance as is reasonably necessary to accomplish this duty.

19.8.4. **Education and Training:** The Health Benefit Committee shall develop an employee health education program to be offered to employees annually. This program may be offered online.

19.9. **Term Life Insurance:** Effective January 1, 2006, full-time employees shall be provided with group term life insurance of \$20,000.

19.10. **Additional Parking:** The Employer agrees to provide funding in the amount of \$40,000.00 in state fiscal year 2011 to fund additional parking for full-time and part-time employees who are assigned to the downtown Concord area and who are not provided with a state-provided parking space for their personal vehicle. This provision shall be administered in accordance with the practice established in state fiscal years 2008 and 2009.

19.11. **Longevity:** Any full-time employee who has completed ten 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.

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

19.12. **Shift Differentials:**

19.12.1. **Exclusion:** Shift differentials will be paid to all appropriate full-time and part-time employees except for law enforcement employees.

19.12.2. **Second shift:** work commencing any time at/or after 2:00 p.m. or before 7:00 p.m. - increase of 60 cents/hour over base pay.

19.12.3. **Third shift:** work commencing any time at/or after 7:00 p.m. or before 3:00 a.m. - increase of 75 cents/hour over base pay.

19.12.4.**Rotating Shifts:** Employees who work rotating shifts shall have 60 cents/hour added over base pay in lieu of shift differential.

Rotating shifts are defined as those schedules which require an employee to perform work on different shifts on a set, predictable and repetitive schedule over given periods of time.

19.12.5.**Institutional Weekend Differential:** All full-time and part-time institutional employees who work on a shift which commences on a Saturday or a Sunday shall receive a weekend differential of one dollar (\$1.00) per hour for all hours actually worked on that shift. This week-end differential is in addition to, but shall not be compounded by any other pay or premium pay provision of this Agreement.

19.12.6.**Nurse Differential:** Licensed Practical Nurses and Registered Nurses working at an institution in a direct care position shall be paid a differential in accordance with the tables below. The differential shall be paid per hour and added over base pay in lieu of Article 19.12.2, 19.12.3., and 19.12.4.

- a. Shift Differential: Full-time and part-time Licensed Practical Nurses and Registered Nurses working at an institution in a direct care position.

Shift	Hours	Amount
1 st	work commencing at or after 6 AM or before 2:30 PM	\$0.00
2 nd	work commencing at or after 2:30 PM or before 10:45 PM	\$2.00
3 rd	work commencing at or after 10:45 PM or before 6:00 AM	\$3.50

- b. Baylor Plan Shift Differential: Full-time Licensed Practical Nurses and Registered Nurses working a Baylor Plan schedule at an institution in a direct care position.

Shift	12 Hr Shift	12 ½ Hr Shift	Amount
1 st	work commencing at or after 7:00 AM or before 7:00 PM	work commencing at or after 6:45 AM or before 7:15 PM	\$0.00
2 nd	work commencing at or after 11:00 AM or before 11:00 PM	work commencing at or after 10:45 AM or before 11:15 PM	\$2.00
3 rd	work commencing at or after 7:00 PM or before 7:00 AM	work commencing at or after 6:45 PM or before 7:15 AM	\$2.00

- c. The differentials in effect on July 1, 2009 for full-time and part-time Licensed Practical Nurses and Registered Nurses working at New Hampshire Hospital in a direct care position shall remain in effect for those full-time and part-time

Licensed Practical Nurses and Registered Nurses employed at New Hampshire Hospital in a direct care position on February 12, 2010.

- 19.13. **Dental Insurance:** Full-time employees and their dependents, including their same sex domestic partners and the dependents of their same sex domestic partners, shall be provided with 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). Part-time employees shall receive dental insurance benefits where applicable by law.

- 19.14. **Change of Residence:** The Employer agrees that when any full-time 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.

- 19.15. **Unpaid Leave of Absence:** Any full-time 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.

- 19.16 **Personnel Reclassifications:** Any 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.

- 19.16.1. **Mothers' Health Care:** The Employer, when feasible, shall provide a private area and sufficient time for full-time or regularly scheduled part-time employee postnatal mothers to tend to lactation needs.
- 19.17. **Discount at State Recreational Areas:** Any full-time bargaining 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.
- 19.18. **Payroll Confidentiality:** The Employer agrees that full-time or regularly scheduled part-time employee pay checks, pay stubs, and payroll advise forms shall be distributed in a manner which maintains the confidentiality of personal and payroll information. Maintenance of confidentiality shall not, however, be 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.
- 19.19. **Equipment Replacement:** The Employer shall not charge any full-time or regularly scheduled part-time employee for repair/replacement of any issued equipment if loss or damage occurred in the normal performance of the employee's assigned duty.
- 19.20. **Rehire or Reinstatement:** Whenever a former employee who has been laid off from the bargaining unit is reinstated to or rehired into state service in a bargaining unit position within three (3) years from the date of lay off, that 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.

Article XX
TRAINING and EDUCATION

- 20.1. **Expense Reimbursement:** Each 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.
- 20.2. **Education Schedule Adjustments:** The Employer shall allow when practical, for an employee to make adjustments in his/her work schedules to complete previously approved job related courses.

Article XXI
DURATION and REOPENING

- 21.1. **Duration:** This Agreement as executed by the Parties is effective upon its execution and shall remain in full force and effect through June 30, 2013 or until such time as a new Agreement is executed.
- 21.2. **Renegotiation:** Renegotiation of this Agreement will be effected by written notice by one Party to the other not later than October 18, 2012 or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after the receipt of such notice.
- 21.3. **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 Association 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.
- 21.4. **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.
- 21.5. In the event that the Employer agrees to grant a general wage increase to 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 reopener.

Addendum

**COLLECTIVE BARGAINING
AGREEMENT**

between the

STATE OF NEW HAMPSHIRE

and the

**STATE EMPLOYEES' ASSOCIATION
of NEW HAMPSHIRE, INC.,**

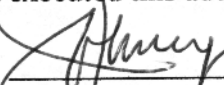
Service Employees International Union

Local 1984

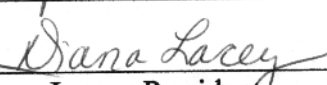
2011 – 2013

The Parties agree that, notwithstanding the provisions of Section 21.1, the effective date of this Agreement is September 1, 2011.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this addendum on the 16th day of September, 2011.



John Lynch, Governor
State of New Hampshire



Diana Lacey, President
State Employees' Association of NH,
SEIU Local 1984

Thomas Manning, Chair
State Negotiating Committee

Neil Smith, Chair
SEA Negotiating Committee

Sara Willingham
Deputy Director, Division of Personnel

State Negotiating Committee
Earl Sweeney
Tara Reardon
Matthew Newland

SEA Negotiating Committee
Sean Bolton
Donna Bourbeau
Pamela Callioras
Richard de Seve
Cheryl Frey
Linda Huard
Karen Irwin
Kristin Locke
John Morin
Jim Nall
Diana Richard
David Rys