

Addendum # 2

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 the following Sections in the CBA are deleted in their entirety and replaced with the following language:

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 deemed in On-Call status and shall receive one (1) hour of pay for every four (4) hours in On-Call status and 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. The employee shall be notified of when he/she is expected to be on On-Call status.

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.

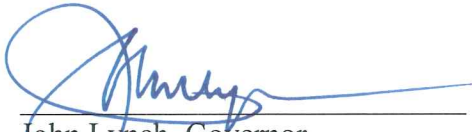
7.3.4. Availability List: A non-exempt employee who is on a call list maintained by the employer for possible off duty contact but has not been Called Back (7.3.1.) to work, is not in On-Call (7.3.2.) status nor is required to be available on Standby (7.3.3) shall be compensated for hours actually worked when responding and shall be guaranteed a minimum on one (1) hour of compensation per occurrence except for subsequent occurrences within the guaranteed one (1) hour minimum.

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.


19.8.1.

h. **Health Promotion.** 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 contracted with the health plan administrator shall be permitted to provide services on state premises for employees.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract on the 15th day of December, 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
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Richard de Seve
Cheryl Frey
Linda Huard
Karen Irwin
Kristin Locke
John Morin
Jim Nall
Diana Richard
David Rys