

PREAMBLE

COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into between the State Employees' Association of New Hampshire, Inc., SEIU, Local 1984, hereinafter referred to as the "Association", and the New Hampshire Retirement System (NHRS) 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 NHRS and the well-being of the unit 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:

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

1.1. Recognition: The Employer recognizes the Association which shall serve as exclusive representative of all employees of the NHRS, within the bargaining unit with the exception of those 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 SEIU Local 1984 the State Employees Association of New Hampshire, Inc., 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, Inc., 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 employee(s).

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 2

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;

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

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

2.1.4. Maintaining the efficiency of the NHRS 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 NHRS 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. Privatization and Contracting Out: The Parties recognize the Employer's right to direct and control NHRS services and the Association's interest in the effect of those activities on unit employees. To that end, the Employer agrees that prior to contracting out or privatizing existing NHRS services that would result in the layoff or in the reduction in the base hours or wages of current unit full-time employees, the Employer shall provide the Association with a sixty (60) days notice during which time the Association shall have the opportunity to consult. The Employer shall not prohibit any contractor from hiring unit employees who were laid off as a result of contracting out or privatization.

ARTICLE 3

ASSOCIATION RIGHTS

3.1. Bulletin Boards: The Employer shall furnish reasonable space on physical 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 in usable electronic format 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 at least monthly of all newly hired full-time employees, the names and business addresses of all permanent unit employees, and employees who have terminated NHRS service within that month in usable electronic format, or other mutually agreed format.

These reports shall include the following:

- employee's name
- employee's home address for Association members only after NHRS has obtained the employee's signed confidentiality waiver from SEA
- employee's NHRS and state (if applicable) identification number for Association members only
- employee's payroll number
- employee's labor grade and step
- employee's salary schedule
- employee's placement in any salary structure used or adopted by the NHRS
- employee's job classification or job level
- employee's date of employment

3.3. Association Business: The internal business of the Association shall be conducted by full and part-time employees during their non-duty hours.

3.3.1. Association members may utilize the mail room and interoffice mail service and electronic mail for the duration of this Agreement for internal Association business, provided that said messages are clearly titled "SEA BUSINESS".

3.4. Use of Facilities: Association members, committees or chapters shall be allowed the use of facilities of the Employer for meetings providing that written approval is secured from the Human Resources Director and in the case of his/her absence, the Business & Accounting Director 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. The written request must include the purpose and duration of the meeting.

3.4.3. Such approval, if given, will be limited to members of the committee, 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. The representative shall state the reason(s) for such visitations and seek permission from the NHRS Human Resources Director or in his/her absence, the manager, supervisor or department head prior to entering the work area. Permission shall not be unreasonably denied.

3.6. Administrative Leave: SEA officials shall be allowed a cumulative total of twenty (20) days off per contract year without loss of time or pay for the purpose of attending business meetings, training, committees, 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. Written requests with supporting documentation shall be submitted to the NHRS Human Resources Director for approval, such decision to be made within 3 business days of receipt of request and not unreasonably denied.

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. Members of the Association's bargaining team shall be allowed to meet without loss of pay or benefits for a team total of ten ~~nine~~ hours per week to prepare for negotiations beginning September 1st of even numbered years until negotiations commence. Once the Parties commence negotiations, members of the Association's bargaining team shall be allowed to meet as a team for two hours every other week in weeks when there is no bargaining session, except as otherwise modified by the ground rules between the parties.

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 (48) 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: NHRS orientation programs and/or orientation handbooks shall inform new employees that the NHRS is a bargaining unit represented by the State Employees Association of New Hampshire, Inc. The Employer agrees to distribute informational packets provided by the Association to new employees. The Association shall be allowed to make a presentation, consistent with other vendor presentations, at group orientation programs 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 no group orientation program exists, the Association staff person shall have access to all new employees eligible for inclusion in the bargaining unit for up to one half hour within the employee's first five business days of employment and as scheduled through the employer.

3.11. President's Leave: The Human Resources Director shall authorize one leave of absence with pay for each President of the Association. If the Association elects to have the President take the leave of absence with pay, the leave of absence with pay shall be taken for a two-year period beginning four (4) weeks after written notice by the Association to the NHRS Human Resources Director. Additional leaves of absence beyond the initial leave of absence for a President may be authorized by the Employer.

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 NHRS 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 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.

3.12. Eligibility for membership or participation by a bargaining unit member on any NHRS committee that may effect any term or condition of employment shall only be open to NHRS employees who are SEA members in good standing with the Association.

ARTICLE 4

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 requests by either Party shall be made 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 NHRS Human Resources Director by either the Contract and Field Operations Administrator, or designee, of the Association. Consultation requests by the NHRS Human Resources Director shall be made to the Contract and Field Operations Administrator of the Association.

4.1.4. Meetings: A mutually agreeable meeting date shall be established providing that such date shall be within fifteen (15) working 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 three (3) employees. The Association will state the names of the employees, if any, who are to attend the meeting. Representatives of the Employer shall meet with the Association representatives.

4.2. Labor Management Committee:

The Parties agree to maintain a Labor Management Committee (LMC) consisting of not more than three (3) members and one (1) alternate member appointed by the Employer and not more than three (3) members and one (1) alternate member appointed by the Association. The purpose of the LMC shall be to foster open communication about terms and conditions of employment and to ensure the application, clarification and administration of this Agreement. The LMC's agenda and the frequency of its meetings shall be decided by the LMC.

ARTICLE 5

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, or agency fee payments from any non-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 NHRS Human Resources Director, 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:

SEIU Local 1984
The State Employees' Association of NH, Inc.
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 until they withdraw from SEA membership at a time and in such manner as allowed by the collective bargaining agreement then in effect.

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

5.8. Agency Fee: Any eligible full-time employee who is hired by the NHRS 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 in accordance with the following provisions:

- a. Determination of whether 50% Association membership exists in this 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 this unit. Conversely, if it is determined that there is less than a 50% Association membership under this paragraph, then any and all agency fee payments shall cease effective on the first payday following July 1st of that year for current and prospective employees until the next determination as described herein regardless of any change in the percentage of Association membership in this unit.

- b. Employees who are exempt from the definition of employee contained in RSA 273-A or designated by the Employer as confidential employees shall not be counted as eligible bargaining unit employees and shall be exempt from the fee requirement.
- c. The fee shall be equal to the amount paid by classified state employees.

ARTICLE 6

BASIC WORK WEEK

6.1. Basic Work Week:

6.1.1. The basic workweek for every full-time employee in the 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.

6.2. 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 half hour lunch period. 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: Work schedules are subject to change in order to meet business need. Prior to implementing any change to an employee's normal schedule, NHRS shall provide a two week notice to the affected employee(s). Nothing in this section shall prevent NHRS from exercising its right to assign overtime work as needed.

6.5. Flexible or Alternative Schedules: Nothing in the Agreement shall prevent the Employer and an employee from mutually agreeing to flexible or alternative work schedules.

ARTICLE 7

OVERTIME

7. Overtime Distinctions: For purposes of this article, a distinction between employee types, exempt and non-exempt, applies. Exempt positions are listed in Appendix A. 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 6.

- 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 ½ hours, the first 2 ½ hours of overtime shall 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 ½ hours, overtime in excess of 2 ½ hours, 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.

7.1.3. Determining Exemption: The Parties agree that it shall be the responsibility of the NHRS Position Assessment Committee to determine whether any position in the unit is exempt or non-exempt. The Position Assessment 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. One membership position on the NHRS Position Assessment Committee shall be filled by an Association member, and said Association member shall be chosen by the NHRS from three nominees recommended by the Association. The NHRS Position Assessment Committee shall continue to function for the duration of this Agreement.

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 the 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 overtime as described in 7.1.1 and 7.1.2.

- 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 prior 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 is 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 work 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 times 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 work pursuant to 7.3.1. shall have the "hours worked" computed from portal to portal.

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 8

PERSONNEL PRACTICES

8.1. Discipline and Involuntary Separation

8.1.1. The NHRS shall not discharge or take other disciplinary action without just cause.

8.1.2. Any disciplinary action; i.e., written warnings expressly identified as such; suspension; demotion; or involuntary discharge, may be processed as a grievance through the grievance procedure set forth in Article 14.

8.1.3. If a disciplinary action is reversed at any step of the grievance procedure, supporting documentation will be attached to the original disciplinary action and included in the employee's personnel file.

8.2. Position Assessment

8.2.1 Any employee wishing to appeal a position assessment decision affecting his/her position may use the grievance procedure set forth in Article 14, section 14.4.2 of this agreement, only after requesting reconsideration of said assessment decision by the NHRS Position Assessment Committee, in accordance with the criteria outlined in the job assessment policy and protocols established by that Committee. This protocol shall include, at a minimum, the following provisions:

- a. A written request by the employee outlining the specific reasons for the request and specifically how the position has changed since the previous job assessment.
- b. The completion of an updated job assessment questionnaire.
- c. Providing the employee with the resulting point scores for each of the three pertinent categories, along with a narrative explanation for the points assigned.
- d. In the event that a position is reassessed, the particulars of such "new" position shall be posted on the "common drive"

ARTICLE 9

HOLIDAYS

9.1. Eligibility: All full-time and part-time employees shall be entitled to all holidays listed in 9.2 and 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
Washington's Birthday
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.

9.5. Holidays On Alternate or Part-Time Schedules: For employees working a formally-authorized alternate work or part-time schedule which differs from the standard 7.5 hours per work day, holidays shall be based on the hours normally scheduled on that given day for the employee's approved work schedule. In the event that a holiday listed under 9.2 falls on an employee's normally scheduled day off, that employee shall receive 7.5 hours of compensatory time at the regular rate.

9.6. Floating Holidays: In addition to the authorized days in 9.2. each full time employee shall be authorized three (3) floating holidays of his/her choice per fiscal year.

9.6.1. Accrual: Employees shall accrue one (1) day on July 1, November 1, and March 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.

9.6.3. Usage: Days accrued under Article 9.6 may be used in fifteen (15) minute increments. Accrued floating holidays must either be taken within the fiscal year in which the days accrue or shall be subject to payment pursuant to 9.6.6.

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: The Employer shall pay accrued floating holiday time under the following conditions:

- a) Upon resignation, retirement or dismissal of any full time employee in the bargaining unit, he/she shall receive in his/her last paycheck or direct deposit a sum equal to the number of days of accrued time remaining to his/her credit. In the case of a resignation or retirement, this payment is contingent upon the employee providing, at minimum, a two week notice, unless the employee can show good cause for non-compliance. "Good cause" is defined as serious illness, hospitalization, incarceration, death of a family or household member, or any other unforeseeable circumstances beyond the employee's control which prevents the employee from complying with the notice requirement. This payment also may be applied to offset any amounts owed to the Employer. In the event of death of an employee while in the bargaining unit, a sum equal to the number of floating holidays remaining shall be paid to his/her estate.
- b) Any floating holidays accrued but not taken in the fiscal year shall be paid to an employee as part of the first full pay period in the next fiscal year.

ARTICLE 10

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 beginning of each calendar month. Employees rendering temporary service, on a full-time basis 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.

Regularly-scheduled part time employees are not eligible to use annual leave. However, at each anniversary date of employment, should the total working time during the preceding year amount to the equivalent of 6 months full-time employment or more (975 hours or more), regularly-scheduled part-time employees shall be paid in accordance with the following schedule, prorated based on the actual number of hours worked over the course of the preceding year.

Continuous Years Worked	Days Accrued per Month	Time Accrued per Month (Hours)	Days Accrued per Year	Time Accrued per Year (Hours)	Maximum Accrual (Days)	Maximum Accrual (Hours)
0 thru 1	1	7.5	12	90	12*	90*
2 thru 8	1-1/4	9.38	15	112.5	32	240
9 thru 15	1-1/2	11.25	18	135	38	285
16 thru 20	1-3/4	13.13	21	157.5	44	330
21 plus	2	15	24	180	50	375

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

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 NHRS longevity as the method of resolving the conflict.

10.3 Application for Use:

- a. The Employer agrees to accept properly executed leave applications within three (3) months of the first day of the period of leave being requested.
- b. The Employer agrees to indicate approval or rejection of the requested leave within two (2) weeks after receiving a properly executed application for leave.
- c. The parties agree that leave shall be granted at mutually agreeable times and the Employer agrees not to unreasonably deny leave requests.
- d. To the extent possible, every employee will be afforded the opportunity to take two (2) consecutive weeks of accumulated leave at least once per calendar year. The Employer may direct employees to take at least one full calendar week of annual leave in a calendar year.
- e. The Employer agrees to provide copies of leave requests to the requesting employee.

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 in order to authorize payment of the leave.

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.

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. In the case of a resignation or retirement, this payment is contingent upon the employee providing, at minimum, a two week notice, unless the employee can show good cause for non-compliance. "Good cause" is defined as serious illness, hospitalization, incarceration, death of a family or household member, or any other unforeseeable circumstances beyond the employee's control which prevents the employee from complying with the notice requirement. This payment also may be applied to offset any amounts owed to the Employer. 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. Regularly-scheduled part-time employees shall not be eligible to receive full or partial payment of annual leave upon separation from employment for any reason.

10.6. Annual Leave Transfer: Any employee who changes from state service to NHRS service, 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 on his/her pay stub, provided further that an employee may request at reasonable times an update of his/her annual leave accumulation status.

10.8. Blood Donations: 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.

10.9. Inclement Weather: The Employer shall not arbitrarily or capriciously withhold approval of the use of any leave, other than sick leave, requested due to and during periods of severe inclement weather. When the Executive Director or his/her designee determines that inclement weather is severe enough to close or delay opening NHRS offices, employees who are on leave on the day of closure or delayed opening, and/or who are relieved of work due to such a determination, will not be charged leave for the period of closure and will not suffer any loss of time or pay. An employee who is on leave scheduled prior to the day of closure or delayed opening or is using sick leave shall not receive an adjustment to the leave taken.

Employees who do report to work, with the approval of their supervisor, during periods of closure shall be entitled to receive one and one half times their normal rate of compensation for the hours they work during closure.

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.

ARTICLE 11

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 beginning of each calendar month. Employees rendering temporary service on a full-time basis, in excess of six (6) months, shall be entitled to accrue sick leave at the same rate, prorated 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	Time Accrued per Month (Hours)	Days Accrued per Year	Time Accrued per Year (Hours)	Maximum Accrual (Days)	Maximum Accrual (Hours)
0 thru 8	1 1/4	9.38	15	112.5	90	675
9 thru 15	1 1/4	9.38	15	112.5	105	787.5
16 plus	1 1/4	9.38	15	112.5	120	900

11.1.1. Bonus Leave: Full-time unit employees shall be entitled to bonus leave accrual based upon the number of sick leave hours used per fiscal year in accordance with the following formula:

Sick Leave Used	Bonus Leave Earned
22.5 hours or less	30 hours
30 hours or less	22.5 hours
37.5 hours or less	15 hours
45 hours or less	7.5 hours
more than 45 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.

Payment of Accrued Bonus Leave Time: The Employer shall pay accrued bonus leave time under the following conditions:

- a) Upon resignation, retirement, lay off or dismissal of any full time employee in the bargaining unit, he/she shall receive in his/her last paycheck or direct deposit a sum equal to the number of days of accrued bonus leave time remaining to his/her credit. In the case of a resignation or retirement, this payment is contingent upon the employee providing, at minimum, a two week notice, unless the employee can show good cause for non-compliance. "Good cause" is defined as serious illness, hospitalization, incarceration, death of a family or household member, or any other unforeseeable circumstances beyond the employee's control which prevents the employee from complying with the notice requirement. This payment also may be applied to offset any amounts owed to the Employer. In the event of death of an employee while in the bargaining unit, a sum equal to the number of bonus leave days remaining shall be paid to his/her estate.
- b) Earned bonus leave must be used during the fiscal year following the fiscal year for which it was earned or it shall be paid to the employee as part of the first full pay period in the next fiscal year. Bonus leave earned prior to July 1, 1995, also known as "old year bonus", shall be allowed to continue to be held in accrued status until requested for use, or paid out in accordance with Article 11.1.1.a.

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

11.1.3. Payment: Under the following conditions, a full-time employee shall receive payment in a sum equal to fifty (50%) percent of the number of sick leave days remaining to the employee's credit:

- Upon retirement under the provision(s) of RSA 100-A:5 and/or 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,
- Upon termination as a result of a reduction in force, or
- Upon transfer to employment within State government, unless the hiring state employer accepts the transfer and credits the accrued sick leave.

However, the total number of days eligible for payment shall not exceed sixty (60) days.

11.2. Allowable Uses: A full-time employee may utilize his/her sick leave allowance for absences due to illness, injury, exposure to contagious diseases endangering the health of other employees when requested by the attending physician, medical and dental appointments with prior approval, death in the employee's immediate family, or parental leave; such leave shall be

deducted from his/her allowance. It is allowable to utilize sick leave to provide care for family members as defined in 11.2.2.

11.2.1. Bereavement Leave: A full-time employee shall be granted two (2) days of bereavement leave and three (3) days sick leave for a death in the employee's family as defined in 11.2.2., and use of such leave shall not be counted against time accumulation as provided in 11.1.1. Additional bereavement time may be charged to sick leave allowance, however, this would be counted against time accumulation as provided in 11.1.1. Bereavement leave may be utilized, upon request, for persons not listed under 11.2.2. at the discretion of the Executive Director or his/her designee, the granting of such request shall not be unreasonably denied.

11.2.2. Family: For the purpose of administering this article, family shall be defined as: spouse; partner; children; parents; siblings; grandparents; grandchildren; legal guardian; foster child; foster parent; in-laws; step-relations; or other persons actually living in your household; aunts; uncles; cousins; nieces; nephews; or similar relations through marriage or partnership.

11.2.3. Parental Leave: A full-time employee may utilize up to twelve (12) weeks of accrued sick leave, supplemental sick leave granted in accordance with Section 11.9, other accrued leave to which he/she may be entitled, or unpaid leave following the birth of a child or children. The leave, if taken, shall be counted as part of the employee's Family Medical Leave Act (FMLA) entitlement.

11.3. Application for Use: To utilize his/her sick leave allowance, the full-time employee must file a written application with the Employer specifying the basis of the request is:

"illness",
"injury",
"approved FMLA leave",
"dependent care",
"medical/dental appointment",
"bereavement",
"parental leave", 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: A full-time employee may be required by the Employer to furnish the Employer with a certificate from a licensed health care practitioner in order to authorize payment of the leave, 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 the Employer's 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 a full-time employee in the bargaining unit the number of days of sick leave remaining to his/her credit shall lapse, except as noted in 11.1.3. In the event of death of a full-time employee while in the NHRS service, a sum equal to the number of days sick leave remaining shall be paid to his/her estate.

11.6. Sick Leave Transfer: Any employee who changes from state service to NHRS service, 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 full-time 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 NHRS, 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 a full-time employee shall be calculated and reported to each employee on his/her pay stub, provided further that an employee may request at reasonable times an update of his/her sick leave accumulation status.

11.9. Supplemental Sick Leave: The Employer is authorized to provide supplemental sick leave to any full or regularly-scheduled part-time employee under the following conditions:

- a. A request for additional sick leave shall be forwarded to the Human Resources Director by the employee or his/her representative stating the reason(s) for the request and the amount of additional sick leave requested.
- b. The Human Resources Director shall make a recommendation and forward the request and recommendation to the NHRS Labor Management Committee (LMC) which shall approve or deny the request in whole or in part. The LMC shall consider each request on an individual basis taking into account relevant information such as, but not limited to, medical information, the employee's attendance record, supervisory feedback, anticipated length of absence and history of prior supplemental sick leave requests. The recommendation shall be made known only to those who will act upon the request.
- c. The response to the request shall be transmitted to the requester by the Human Resources Director.
- d. If the request is approved, the Employer shall solicit donations from full-time employees 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.
- e. No request shall be approved for more than ninety (90) days, although nothing shall prohibit additional requests.
- f. An employee must exhaust, or expect to exhaust, all paid leave prior to receiving supplemental sick leave. Paid leave includes sick leave, annual leave, floating holidays, bonus days, unanticipated personal leave, and compensatory time.
- g. The employee who will use the supplemental sick leave, or the NHRS, must complete the Application. No third party recommendations or requests will be considered.

- h. Leave donations by employees on behalf of other employees are not authorized until solicited. Solicitation may not take place until after an approval has been issued by the NHRS LMC. The fact that employees are willing or unwilling to donate leave is not a part of the LMC review process.
- i. If a request is granted, leave donations may be solicited. Employees who wish to donate sick leave shall complete an application for leave form and indicate on that form as a reason for the application – “donated to name of employee.”
- j. Supplemental sick leave may be granted after consideration by the LMC for illnesses, injuries, impairments, parental leave, or mental or physical conditions, or any other FLMA-qualifying event that have caused, or are likely to cause, the employee to take leave without pay.

11.10. Unanticipated Personal Leave: Regularly scheduled part-time employees are allowed up to twenty (20) hours of paid leave time per year, based on the anniversary date of their part-time employment status, for unanticipated absences. Unanticipated personal leave time shall accrue and be available for use the beginning of the calendar month following the anniversary date of their regularly-scheduled part-time employment. The purpose of unanticipated personal time is to afford regularly scheduled part-time employees protection against loss of income from absences due to unanticipated circumstances including but not limited to health and medical issues, family emergencies, or other unforeseen circumstances reasonably preventing their attendance at work.

11.11. Application for Use: Regularly scheduled part-time employees must complete an application for this leave, and verification of the need for unanticipated absences may be required by the Employer in order to authorize approval of payment for the leave.

11.12. Reporting: Individual unanticipated personal leave amounts shall be periodically reported and made available upon request to each regularly-scheduled part-time employee.

11.13. Any unused unanticipated personal leave balances shall not be carried forward or be paid out at the conclusion of the employee’s anniversary date of their regular part-time status or upon termination of employment for any reason.

ARTICLE 12

ASSOCIATION REPRESENTATION

12.1. Stewards: The Employer agrees to recognize two (2) stewards duly authorized by the Association.

12.2. Non-discrimination: The NHRS 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 NHRS with the name of the Stewards representing the agency.

12.3. Use of Work Time: The NHRS 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. 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 the other authorized steward shall function in that particular grievance.

12.5. 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.

12.6. Steward/Agency Meetings: The Human Resources Director shall meet with stewards 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.

12.7. 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 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" for the purpose of this article means action resulting in a written warning, the withholding of an annual increment, a suspension, a demotion, a dismissal, or any formal discipline as may be recognized by NHRS.

ARTICLE 13

SAFETY AND HEALTH PROTECTION

13.1. Work Environment: It is mutually agreed that the prevention of accidents and injuries to NHRS employees will result in greater efficiency of operations of the NHRS. 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 and part-time employees to perform their assigned tasks in a safe manner.

13.2. Joint Loss Management Committee: A Joint Loss Management Committee shall be established in accordance with RSA 281-A:64, III. The purpose of the committee is to bring management and non-management together in a non-adversarial, cooperative effort to promote

safety and health in the NHRS. The committee will assist the NHRS with health and safety efforts and make recommendations for change.

13.2.1. Meetings: The Joint Loss Management Committee shall meet as often as it determines necessary, at a minimum of each quarter, and shall determine its agenda.

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 shall be made accessible to staff in a manner deemed most effective by the Joint Loss Management Committee.

13.4. Access to Inoculations, Diagnostic Clinics: Full-time and 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. Leave for Training: The Employer may authorize reasonable time off for Joint Loss Management Committee members to attend safety and health seminars and training sessions.

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

- a. Work and Lifestyle Health and Safety trainings
- b. Safety equipment
- c. Fire prevention equipment
- d. First aid kits, and first aid training
- e. Self defense and security lock-down guidelines where appropriate
- f. Number of employees in selected safety-related situations
- g. Work site hazards
- h. Air quality
- i. Ergonomics
- j. Power outage

Other areas of health and safety are subjects of concern for the Joint Loss Management Committee.

13.7. Response to Recommendations: The Employer shall provide, within thirty (30) days, a written response to the recommendations of the Joint Loss Management 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 Joint Loss Management Committee.

13.8. The Employer will make every reasonable effort to ensure that the employee parking areas and walkways are properly plowed and/or treated prior to 7:00 a.m. and throughout the workday until 7:00 p.m., in cases of inclement weather.

ARTICLE 14

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 NHRS 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 NHRS. Such discussions will not, however, interfere with the right to seek resolution of the dispute through the grievance procedure provided herein.

14.1.2. Non-covered Actions or Decisions: Matters not contained within the express terms of this agreement shall be excluded from the grievance procedure and arbitration. The following sets out certain actions and decisions which shall not be processed as a grievance and shall not be subject to the terms of this grievance procedure and shall not be arbitrable. This list is not all-inclusive, but sets out examples of actions or decisions which are not grievable or arbitrable. The Association specifically waives any right to grieve or arbitrate any of the actions listed in this section 14.1.2, or not otherwise contained within the express terms of this agreement.

- a. Contents of employee performance evaluations;
- b. Establishment of general requirements of positions, including qualifications and selection requirements;
- c. Non-selection for internal vacancy
- d. Actions resulting from the application of the employer's management rights as specified in Article 2 of this agreement, excluding those personnel practices outlined in Article 8.

14.1.3. Investigations: A Steward, when requested by one or a number of employees whom he/she represents, may investigate the basis for any dispute arising under this Agreement and may, at any stage, assist the employee(s) in seeking resolution of such dispute through the grievance procedure provided herein. A staff representative of the Association may substitute for the Steward at any step of the grievance procedure.

14.1.4. Time Limits: All time limits set herein may, by mutual agreement between the Association 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 Association in accordance with RSA 273-A:11(a).

14.1.6. Group Grievances: If a group of employees files a grievance, not more than two (2) employees shall represent the group at any scheduled meeting provided for in the steps listed below.

14.1.7. Position Assessment Grievances. Steps I through II of the grievance procedure shall be waived for position assessment grievances.

14.1.8. In any case where the rights of the Association, as distinct from the rights of members, are affected, the Association may file a grievance in its own name through any of its agents or officers. The grievance shall be filed directly with the NHRS Human Resources Director and shall be considered at Step II.

14.1.9. A grievance initiated by the Employer against the Association or its members shall be filed directly with the Contract and Field Operations Administrator of the Association and shall be considered at Step II.

14.1.10. Valid Grievance: In order to be considered a valid grievance which can be arbitrated, a grievance shall be filed within fifteen (15) work days of the time the grievant knew or should have known of the alleged violation; and shall be in writing signed by the grievant or the SEA steward/field representative; and shall set out the name of the grievant; and shall set out the facts of the dispute; and shall set out the Article and Section of this collective bargaining agreement which the grievant believes has been violated. No arbitrator has the authority to hear or render a decision on any grievance or on the arbitrability of any grievance which does not meet all the requirements of this definition of a grievance.

14.2. Grievance Procedure - STEP I Employee and Supervisor

14.2.1. The employee and/or his/her Steward, shall present all the facts pertaining to the dispute to the employee's highest level supervisor, not including the Executive Director.

14.2.2. The 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 Executive Director or his/her designated representative

14.3.1. If, subsequent to receipt of the supervisor's decision, the Association feels that further review is justified, notification to that effect shall be made in writing to the NHRS Executive Director within five (5) working days from the day the Association was informed of the decision reached.

14.3.2. The Executive Director or his/her designated representative shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of the intent to proceed to Step II. Absent exigent circumstances, such meeting shall occur within ten (10) working days after the Executive Director receives written notification in conformance with 14.3.1.

14.3.3. The Executive Director or his/her designated representative shall notify the Association in writing of the decision reached and reasons therefore within ten (10) working days after the meeting.

14.4. Grievance Procedure - STEP III ARBITRATION

14.4.1. If subsequent to the Executive Director's decision in Step II, the Association feels that further review is justified, the Association shall notify the NHRS Human Resources Director of its request for arbitration. Said request shall be submitted within fifteen (15) working days from the date the Association was notified of the decision.

14.4.2. Position Assessment Grievances: As referenced in section 8.2.1 of this agreement, after exhausting the reconsideration process by the Position Assessment Committee, the Association, on behalf of the employee, may appeal the position assessment decision through this section of the grievance process. The Association has the ability to request the review of the position assessment determination by a mutually-agreed upon third party, trained in the Hay methodology and familiar with NHRS positions. The cost of this review shall be borne equally by both parties and the results of this review and determination shall be considered final and binding.

14.4.3. If the Parties are unable to agree upon an arbitrator within thirty (30) days of the initial request for arbitration, either party shall submit the grievance for arbitration to the American Arbitration Association. Both parties agree to be bound by the Labor Arbitration Rules of the American Arbitration Association.

14.4.4. 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.

14.4.5. Cost of arbitration: If there is any expense charged by the arbitrator it shall be borne equally. All parties will bear their own costs and expenses involved in the arbitration.

14.5. General Provisions:

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

14.5.2. Missed Time Limits: Failure on the part of the NHRS to comply with the time limit requirements of this Article shall elevate a grievance to the next step unless the Parties have agreed to extend the time limit requirement.

ARTICLE 15

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 16

EMPLOYEE RECORDS AND RIGHTS

16.1. Access to Personnel Files: All full-time and regularly scheduled 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: Any 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 five (5) working days from the selected candidate's acceptance.

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, subject to prior arrangements being made with NHRS.

16.5. Disciplinary Investigations: Any full-time employee shall be informed, upon a written request, when a disciplinary investigation is complete and of the determination of said investigation.

16.6. Changes of Job Descriptions: An employee shall be notified in writing of any changes in his/her job description and duties prior to implementation of said changes.

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.

ARTICLE 17

NOTICES

17.1. Notice to Association: Whenever a written legal notice is required to be given by the NHRS 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 NHRS: Whenever written legal notice is required to be given by the Association to the Employer such notice shall be given to the Human Resources Director.

ARTICLE 18

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 19

WAGES AND BENEFITS

19.1. Full-time employees shall be entitled to all the rights and benefits provided by this Agreement. Part-time employees who are employed on a regular 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. The wage schedule that became effective on January 2, 2009 and the salary range adjustments for the NHRS position bands that increased on February 13, 2009 shall remain in full force and effect through December 31, 2009. All wage and step increases during such time shall be paid pursuant to the prior Agreement of the parties. The above referenced wage schedule is attached hereto as Appendix A.

19.2.2. Effective January 1, 2010 the new wage schedule shall be implemented. The implementation shall occur by increasing the wages of each employee from the base rate of pay on December 31, 2009 to the next highest step in such employee's position band on the new wage schedule. Thereafter, each employee shall receive an annual step increase on each anniversary of the date of hire. All wages after January 1, 2010 shall be paid in accordance with the wage schedule attached hereto as Appendix B.

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: The Employer agrees to make available to all employees, to the extent that banking institutions cooperate, direct deposit of payroll checks.

19.3.2. Applicable Rates: Any applicable compensation for overtime and holidays shall be paid in conjunction with the employee's 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 and Lodging Reimbursement:

19.4.1. Reimbursements and Advances: The Employer agrees to reimburse all full-time and part-time employees for valid travel and lodging 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.

Full-time and part-time employees may request a cash advance to cover any valid travel and lodging expenses. The advance must be requested with sufficient notice to allow for the administrative process to occur. Employees shall be required to retain receipts and submit an accounting of expenses with appropriate reconciliation adjustment within a week after the authorized travel period.

19.4.2. Mileage: The Parties agree that all full-time and part-time employees who are required to use their private vehicles for NHRS 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 NHRS 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.

19.4.3. Meals: All full-time and part-time employees shall be reimbursed for meals when traveling on NHRS business in accordance with the following conditions and schedule:

- a. When associated with NHRS business, employees presenting a receipt shall be reimbursed for the actual reasonable cost of breakfast, lunch and/or dinner upon supervisor approval and submission of travel expense forms.
- b. The Employer may also authorize meal reimbursement for an employee who is required 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 if reimbursement is not authorized.

19.4.4. 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. 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 NHRS.

19.7. Health Insurance.

19.7.1. The Employer shall make available to employees and their dependents a health benefit plan as set out in the Master Collective Bargaining Agreement between the State of NH (State) and the State Employees Association of NH (SEA) in effect at the time of the signing of this contract (hereinafter referred to as the State's CBA). Any additional health benefit plan beyond what is provided in the State's CBA shall be negotiated by the parties to this contract. Revisions to the terms of the State's CBA relative to the health benefit plan shall be implemented for NHRS employees at the same time as implemented for State classified employees. If any such revision results in an increase in employee cost for covered benefits, the Employer agrees to offset identified cost increases through wage increases for fixed costs and/or a separate payment mechanism for individual costs until a successor bargaining agreement between the parties is implemented.

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. A part-time employee shall be entitled to receive health benefits as specified in RSA 98-A:6-a. Any additional health benefit plan for part-time employees beyond what is provided for in the State's CBA or RSA 98-A:6-a shall be negotiated between the parties to this contract.

The Parties acknowledge that the plan provider(s) for the health plans in the State's CBA shall be chosen by the State, and that the election by any employee(s) to participate in any 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 health plans offered under the State's CBA shall be in accordance with the provisions contained in Appendix H. Any revisions to the State's CBA relative to the health benefit plan shall cause Appendix H to be amended with said revisions. The amended document will become Appendix H.2 and will supersede Appendix H.

Similarly, any revisions to the State's CBA shall cause Appendices E, F and G to be amended with said revisions. The amended documents will become Appendices E.2, F.2 and G.2 respectively and will supersede Appendices E, F, and G.

19.8. Term Life Insurance: Full-time employees shall be provided with group term life insurance of \$20,000 as set out in the State's CBA. Any additional term life insurance benefit beyond what is provided in the State's CBA shall be negotiated by the parties to this contract. Revisions to the terms of the State's CBA relative to the group term life insurance shall be implemented for NHRS employees at the same time as implemented for State classified employees. If any such revision results in an increase in employee cost for covered benefits, the Employer agrees to offset identified cost increases through wage increases for fixed costs and/or a separate payment mechanism for individual costs until a successor bargaining agreement between the parties is implemented.

19.9. Parking: The Employer shall make a reasonable attempt to provide parking for employees.

19.10. Longevity: Any employee who has completed ten (10) years of continuous service shall be paid, in addition to his/her normal salary, the sum of \$300.00 annually and an additional \$300.00 for each additional five years of continuous service. An employee shall be eligible to receive this payment if his/her anniversary date is on or before December 1. The longevity payment shall be paid in the employee's first paycheck or direct deposit 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. Continuous service shall include service in the New Hampshire state classified, unclassified and non-classified system(s).

19.11. Separate Payment : Longevity payment shall be made by a separate payment from the regular payroll payment. The methods of payment shall include, but not be limited to, payment by check and/or direct deposit.

19.12. 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 as set out in the State's CBA. Dental benefits shall be paid in full by the Employer. Any additional dental benefits beyond what is provided in the State's CBA shall be negotiated by the parties to this contract. Revisions to the terms of the State's CBA relative to the dental benefit plan shall be implemented for NHRS employees at the same time as implemented for State classified employees. If any such revision results in an increase in employee cost for covered benefits, the Employer agrees to offset identified cost increases through wage increases for fixed costs and/or a separate payment mechanism for individual costs until a successor bargaining agreement between the parties is implemented.

The level of benefits provided by the State's CBA 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. Any revisions which occur to the State's CBA relative to the dental benefit plan shall cause Appendix D to be amended with said revisions. The amended document will become Appendix D.2 and will supersede Appendix D.

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 be entitled to receive dental benefits as specified in RSA 98-A:6-a. Any additional dental benefit plan for part-time employees beyond what is provided for in the State's CBA or RSA 98-A:6-a shall be negotiated between the parties to this contract.

19.13. Unpaid Leave of Absence: Any employee who has five (5) or more years of continuous service shall continue to have paid benefits as provided by 19.7 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 the Employer's expense.

19.14. Discount at State Recreational Areas: Any full-time or part-time 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. This provision shall remain in effect as long as the discount is available to the NHRS through the state.

19.15. Payroll Confidentiality: The Employer agrees that full-time or regularly scheduled part-time employee pay checks, pay stubs, and payroll advice forms shall be distributed in a manner which maintains the confidentiality of personal and payroll information. Maintenance of confidentiality shall not, however, be 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.

19.16. Equipment Replacement: The Employer shall not charge the 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.

19.17. The Employer shall be responsible for the maintenance, repair and replacement of two refrigerators, which shall be for the personal use of the Employees.

19.18. The Employer will provide an area of adequate size to be used as an employee lunch area.

19.19. Terminal Pay. In the event of death of an employee while in the bargaining unit, a sum equal to three (3) days' salary for each year of employment completed after August 13, 2003 shall be paid to his/her estate.

19.20 The Employer shall provide a payroll deduction for an Association insurance benefit provided through the American Life Assurance Company of Columbus (AFLAC) or a similar insurance provider as may be designated by the Association. Employee participation shall be voluntary. The payment for any such insurance shall be the sole obligation of the participating employee and at no expense to the Association or the Employer (other than the expense of administering the payroll deduction).

ARTICLE 20

TRAINING AND EDUCATION

20.1. Expense Reimbursement:

Each employee who is authorized by the Employer to participate in any training, retraining or staff development program, will be reimbursed for expenses incidental to such training, as approved by the Employer. Expenses incidental to educational opportunities covered by the Employer's Educational Assistance Policy are not eligible for reimbursement.

Employees may request a cash advance to cover any expenses incidental to such training. The advance must be requested with sufficient notice to allow for the administrative process to occur. Employees shall be required to retain receipts and submit an accounting of expenses with appropriate reconciliation adjustment within a week after the training.

20.2 Educational Discount: Any full-time employee shall be entitled to a fifty percent (50%) discount on the tuition of up to three (3) credit bearing courses per fiscal year (limited to one course per semester) on a space available basis, at any of the state regional community technical colleges.

- a. Courses, for the purposes of registration, will be made available two (2) days prior to the start of classes.

- b. The institution offering the course may, at its discretion, cancel the course.
- c. The institution offering the course shall be the sole determining agent as to whether or not space is available.
- d. Decisions regarding the availability of space, course cancellations and other administrative decisions are not grievable.
- e. When payment for a course is being made by the Employer or person(s) other than the employee, or a course is taken on other than a space-available basis, there will be no discount in the tuition.
- f. An employee is not eligible for this benefit in a semester in which he/she has withdrawn from a credit bearing course.

This provision shall remain in effect as long as the discount is available to the NHRS through the state regional community technical colleges.

20.3 Education Schedule Adjustments: The Employer shall allow, when practical, for employees to make adjustments in work schedules to complete previously approved job related courses.

ARTICLE 21

DURATION AND RE-OPENING

21.1. Duration: This Agreement as executed by the Parties is effective with the date that authorized signatures are affixed, with the exception of any effective dates specified herein. The Agreement shall remain in full force and effect through June 30, 2011 or until such time as a new Agreement is executed.

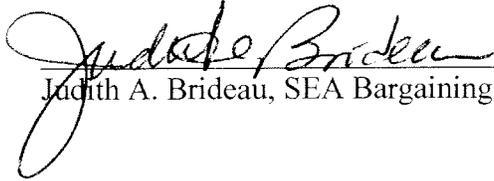
21.2. Renegotiation: Renegotiation of this Agreement will be effected by written notice by one Party to the other at least 120 days before the budget submission date in the final year of the contract or earlier by mutual agreement. Negotiations shall commence by February 1, 2011, unless the Parties mutually agree to a commencement extension.

21.3. Impasse Procedures: The Parties shall seek to reach agreement relative to the appointment of a mediator not later than thirty (30) days from the mutual declaration of impasse. The Parties shall seek to reach agreement relative to the appointment of a fact finder not later than fifteen (15) days from the Parties' agreement to pursue fact finding. 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.

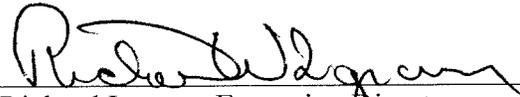
IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract on the 16th day of April 2010.

State Employees Association of NH, Inc.
SEIU Local 1984

New Hampshire Retirement System



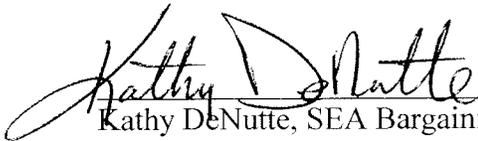
Judith A. Brideau, SEA Bargaining Team



Richard Ingram, Executive Director
New Hampshire Retirement System

Mary Colby, SEA Bargaining Team

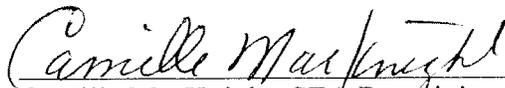
NHRS Negotiating Committee



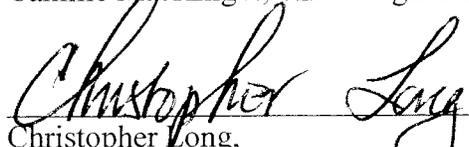
Kathy DeNutte, SEA Bargaining Team

Denise Call 
Timothy Crutchfield 
Merelise O'Connor

Kimberly Kenney, SEA Bargaining Team



Camille MacKnight, SEA Bargaining Team



Christopher Long,
SEA Field Representative/Negotiator



Gary E. Smith, President
State Employees' Association of NH, Inc.