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**COLLECTIVE BARGAINING
AGREEMENT**

NEW HAMPSHIRE JUDICIAL BRANCH

&

TEAMSTERS LOCAL 633

RE: COURT SECURITY OFFICERS

TENTATIVELY AGREED

SEPTEMBER 3, 2009

SIGNED

OCTOBER , 2009

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ANNUAL LEAVE

- (A) Annual leave shall be earned by all regular full-time and regular part-time court security officers from the date of their initial employment. "Years Completed" shall be computed by adding all court and state service, and a year of service shall be deemed completed on the anniversary date. Annual leave shall be cumulative for not more than the maximum days indicated below and shall not lapse. Leave shall be accrued as follows and prorated for part-time court security officers.

<u>Years Completed</u>	<u>Time Earned Per Month</u>	<u>Days Per Year/ Maximum Days Allowed</u>
0 - 2	1 day (7.500 hours)	12 / 24 days
2+ - 8	1 1/4 days (9.375 hours)	15 / 30 days
8+ - 15	1 1/2 days (11.250 hours)	18 / 36 days
15+ - 20	1 3/4 days (13.125 hours)	21 / 42 days
20 Plus	2 days (15.000 hours)	24 / 48 days

(B) Annual Leave Provisions.

- (1) A court security officer eligible for annual leave may use annual leave only when authorized by the Administrative Authority or such authority's designee. Application must be in writing using the appropriate form PD-8 three days in advance, unless waived by the Administrative Authority. The Administrative Authority may create reasonable stipulations regarding minimum and maximum amounts of leave time which may be taken at any time.
- (2) Annual leave may be taken during the first six months of employment when recommended by the Administrative Authority.
- (3) Requests for annual leave in excess of two consecutive weeks shall be authorized only upon a determination that such absence will not have a detrimental effect on the operation of the court.
- (4) For the purpose of utilization, annual leave shall be converted to hours (example: 1 1/4 days equals 9.375 hours).
- (5) All regular full-time court security officers with more than two years service shall take at least two weeks annual leave each calendar year.

- (6) Court security officers eligible for annual leave shall earn annual leave during periods of leave with pay except that leave shall be credited only when the court security officer returns to work, and leave earned during such periods shall be forfeited if the court security officer fails to return to work.
- (7) Court security officers eligible for annual leave shall not earn annual leave during a period of leave of absence without pay.
- (8) Forfeiture of accrued annual leave as a disciplinary action shall not be authorized.
- (9) No court security officer eligible for annual leave shall lose accrued annual leave when promoted, demoted or transferred provided that there is no break in service. This includes a court security officer who changes from the service of one Administrative Authority to another.
- (10) A full-time court security officer who transfers from one position to another position in the court system during his or her initial probationary period shall be credited with any accrued time toward annual leave earned in the first court and such earned leave time shall be recognized by the Administrative Authority.
- (11) If insufficient leave has been accumulated, the court security officer eligible for annual leave shall be charged with leave without pay for time away from work.

APPEAL PROCEDURES

Policy. The procedures listed below are to be followed when a court security officer appeals from an adverse action.

(A) Appeal of Adverse Action:

- (1) An appeal of an adverse action shall be in writing and delivered to the Director within ten working days of the date of the action. The appeal shall state the basis for the appeal, and shall indicate whether a hearing is desired. If a hearing is not requested, the court security officer's right to a hearing pursuant to this article is deemed waived. The appeal may be submitted by the court security officer personally or on his or her behalf by a personal representative.
- (2) Upon receipt of the appeal, the Director shall do one of the following:

- (a) If a hearing is requested: within ten working days from the day the appeal is received, 1) grant the relief without arranging for a hearing or, 2) begin arrangements for a hearing;
- (b) If a hearing is not requested: within 20 working days from the day the appeal is received, make a decision without a hearing.

The decision of the Director in subsection A(2)(a) or (b) above shall be final.

(B) Selection of the Appeals Board: The Appeals Board shall be composed of the following members:

- (1) A justice of the New Hampshire Superior Court appointed by the supreme court who shall be chair;
- (2) An individual chosen by the Union; and
- (3) An individual chosen by the individuals listed in subsection (1) and (2) above. In the event agreement is not reached concerning the appointment of the third member, a list will be requested from the American Arbitration Association in accordance with their rules. An alternate may also be chosen.
- (4) None of the members shall be a member of the bargaining unit.

All travel expenses incurred by members of the board in the course of the board's work shall be paid by the judicial branch.

(C) Procedure:

- (1) The Director shall arrange for the hearing to take place no later than 20 working days from the date notice of the request for a hearing.
- (2) The Director shall provide written notice by personal service or by certified mail, return receipt requested, at least ten working days prior to the hearing, including the date, time, and place of the hearing, and a summary of how the hearing shall be conducted under this policy. The appellant shall sign a receipt for this notice and return it immediately to the Director.
- (3) Requests for postponement of the hearing shall be by mutual agreement of both parties.

(D) Conduct of the Hearing:

- (1) The appeals board shall conduct an independent, impartial hearing.

- (2) The jurisdictional burden shall be on the appellant to establish a prima facie case that the imposing official did not follow proper procedure or otherwise have justification for the sanction or that the sanction imposed was not within the authority or discretion of the imposing official. Once jurisdiction is established, the burden is on the appellant to prove his or her case is more probable than not.
- (3) The appellant shall have the right to be present at the hearing, with a representative provided at his or her expense. The appellant shall be in duty status while in attendance at the hearing.
- (4) The Judicial Branch shall have the right to be present at the hearing and be represented by the Attorney General's office if a request is made and consented to under RSA 99-D:2 or its subsequent statutory counterpart or by a court employee with such employee's consent. A court employee providing such representation shall be allowed reasonable time for preparation. Any court employee shall be in duty status while in necessary attendance at the hearing.
- (5) The parties or their representative shall have the right to present evidence, witnesses, and to cross-examine witnesses.
- (6) All testimony shall be under oath or affirmation. For this purpose, the appeals board is authorized to administer the oath or affirmation.
- (7) Witnesses may be presented by the parties if their testimony is considered relevant by the chair of the appeals board or may be requested by the appeals board. Witnesses may not be compelled to appear without a subpoena issued by the chair of the appeals board. No witness may be compelled by subpoena to appear unless, upon timely request, the chair of the appeals board shall determine the witness's testimony will be necessary and relevant.
- (8) The hearing shall be recorded. A party may request a transcript at his or her expense.
- (9) The chair of the appeals board shall decide on the admissibility of evidence at the hearing. The hearing officer shall not apply the rules of evidence strictly, but may exclude witnesses or matters which are irrelevant, immaterial, or unduly repetitious.
- (10) Since all matters before the appeals board are personnel matters, proceedings hereunder shall be private.
- (11) In a case of progressive discipline, the appellant may contest any and all prior discipline that formed the basis of the action being appealed.

(E) **Witnesses:**

- (1) Witnesses who are court employees shall be in duty status during the time they are participating in a hearing and supervisors shall provide for those employees to be available.
- (2) Witnesses shall remain free from restraint, coercion, or reprisal before, during, and after testimony before an appeals board. Any employee who attempts to influence the testimony of a witness through coercive means shall be subject to discipline through adverse action.

(F) **Record of the Hearing:** The record of the hearing shall consist of all documents, papers, or other physical objects accepted by the appeals board, as well as the recording of the hearing. Documents, papers, and physical objects which were denied admissibility by the chair of the appeals board shall not be part of the official record of the hearing, but shall be attached to it and identified properly.

(G) **Scope of the Appeals Board's Review:** The appeals board shall review the personnel action by determining the facts surrounding the adverse action; the procedural and legal justification under the personnel rules and under the standard of fundamental fairness and justice to the grievant; and whether or not the sanction imposed was within the authority and discretion of the imposing official. Management has discretion in applying a sanction under the section on Disciplinary or Adverse Action. Before submitting a decision for reversing or modifying the sanction imposed, there must be a finding that:

- (1) the sanction was not legally or procedurally justified under the personnel rules and under the standard of fundamental fairness and justice to the grievant; or
- (2) that management abused its discretion in imposing the sanction.

Absent one or the other of these findings, the appeals board should not substitute its judgment for that of management. It is not the intent of the personnel policies to encourage appeals for the sake of mitigating sanctions. It is, however, the intent of the personnel policies to ensure fair treatment of employees and to provide procedural due process in the adverse action area.

(H) **Decision of the Appeals Board:**

- (1) The decision of the appeals board shall be submitted to the Director no later than 20 working days after the end of the hearing.

- (2) The decision shall consist of findings and recommendations relating solely to the adverse action originally commenced and the grounds for appeal initially alleged. The findings shall be based solely on the evidence in the record. The decision shall be consistent with findings.

(I) **Final Decision:** The decision of the appeals board shall be final.

ASSIGNMENT/REASSIGNMENT/RELOCATION

Court security officer assignments shall be made by the Security Manager or his designee. Assignments shall be made in a reasonable fashion in conjunction with this contract.

Upon employment with the Judicial Branch, a *per diem* court security officer shall provide the Security Manager with a list of court locations to which he/she shall be available for assignment. The Security Manager shall designate one of those courts as the *per diem* court security officer's home court. Requests for changes to this list must be made in writing by the court security officer and sent to the Security Manager with at least a 10-day notice. Requests for changes must be approved by the Security Manager.

The Security Manager may assign *per diem* court security officers for one-half day, a full day, or multiple days. The manager of security may also default assign *per diem* court security officers to a court location on a regular basis. In determining assignments of *per diem* court security officers, whether on a regular basis or on an as-needed basis, the Security Manager shall consider the seniority of the court security officers available for the particular assignment, giving preference where possible to the most senior court security officer available.

To the extent possible, the Security Manager will provide court security officers with work assignments with at least one week notice. The Security Manager reserves the right to call court security officers with less notice if necessary.

The Security Manager shall consider the distance traveled by the court security officer, relevant family issues, or other personal issues in making an assignment. Any *per diem* court security officer traveling to a court other than his or her home court shall receive mileage at the applicable Judicial Branch rate for any mileage in excess of twenty miles each way from the court security officer's home court.

BASIC WORK WEEK

Basic Work Week:

The basic workweek for every regular full-time court security officer in the judicial branch shall be thirty seven and one half (37 ½) hours per week.

Normal Work Day: The normal workday shall consist of 7.5 hours per day with work normally performed between the hours of 7:45 a.m. to 5:00 p.m. Monday through Friday; however, the normal workday may be adjusted as the needs of the court require. If the needs of the court require extension of the normal work day, the needs of the court security officer shall be taken into consideration. Hours worked in excess of 7.5 hours per day shall be compensated at the court security officer's hourly rate. Any hours worked in excess of 40 hours in a work week shall be compensated at the rate of one and one half times the court security officer's hourly rate.

Meal Periods: Every court security officer working five (5) consecutive hours or more shall receive a lunch period of not less than one half hour nor more than one hour. Such lunch periods shall not be considered working time.

BI-WEEKLY PAY PERIOD

- (A) All court security officers shall be routinely paid on every other Friday as is the state practice.
- (B) Pay periods shall commence on a Friday and extend 14 days in length through and including the second Thursday after the beginning of the pay period.
- (C) All court security officers became part of the payroll system by having the state withhold no more than the first two weeks of pay. Compensation shall continue on a biweekly basis based upon hours worked and paid two weeks in arrears.

CONSULTATION and LABOR MANAGEMENT COMMITTEE

Consultation:

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 regular full and part-time court security officers and *per diem* court security officers.

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.

Requests: Either Party in writing, stating the reason for the meeting and the agenda or topic of consultation, shall request a Consultation. Consultation requests by the Union shall be made to the Director, or his/her designee. Consultation requests by the Employer shall be made to the Union's Business Agent.

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

Attendees: A Union staff member shall represent the bargaining unit alone, or with not more than four (4) employees. The Union will state the names and work areas of the employees, if any, who are to attend the meeting. Representatives of the Employer shall meet with the Union representatives. The Manager of Operations at the Administrative Office of the Courts will attend such consultations whenever feasible providing that his/her attendance may be specifically requested and complied with by notice of either the Union or the Employer.

Labor Management Committee:

Composition: The Parties agree to establish a Labor Management Committee consisting of not more than three (3) representatives of the Judicial Branch Negotiating Committee and not more than three (3) representatives of the Union's Bargaining Team. In addition to the three representatives, the chief negotiator from each side may attend the meetings of the Committee.

Meetings: The Committee shall meet as frequently as may be necessary to carry out its purpose and responsibilities as set forth in this Agreement.

Purpose: The purpose of the Committee shall be to ensure the application, clarification and administration of this Agreement. The Committee may resolve grievances presented to the Committee for review. In addition, the Committee shall discuss and make recommendations to the Director and the Supreme Court concerning standardized weapons, uniforms, and physical and training standards for court security officers.

COST OF LIVING

COST OF LIVING INCREASES/RAISES, HEALTH AND DENTAL

INSURANCE, AND FURLOUGHS: In accordance with RSA 490:28, regular full-time court security officers receive all fringe benefits and salary increases as provided for classified state employees, including health and dental insurance. Regular part-time court security officers receive those same benefits on a pro-rated basis in accordance with policies established by the Judicial Branch. Salaries for regular court security officers effective July 3, 2009, and during the term of this agreement shall be as provided in Appendix D, which reflects judicial branch labor grade 16 for CSO IIs and judicial branch labor grade 11 for CSO Is. *Per diem* court security officers shall be paid \$80 per day, effective July 3, 2009, for each day worked and \$45 per half day. Effective January 1, 2011, the full day rate for *per diem* court security officers shall be \$85. No fringe benefits are accorded *per diem* court security officers other than the payment of the employer's share of payroll taxes and holiday pay as defined in the section on holidays. The parties acknowledge that the state will be implementing a furlough plan for state employees. To the extent that the Judicial Branch implements a furlough plan, it will impact court security officers.

DEFINITIONS

As used in this collective bargaining agreement, the following terms shall have the following meanings:

- A. ADMINISTRATIVE AUTHORITY:** The administrative authority for court security officers is the Director or his or her designee.
- B. CLERK:** The use of the term "clerk" shall be deemed to include regional clerks and registers of probate.
- C. DIRECTOR:** Director means the director of the administrative office of the courts.
- D. PROBATIONARY COURT SECURITY OFFICER:** A court security officer within the first six months of employment or any extension thereof in accordance with Judicial Branch Personnel Rule 23.
- E. SENIORITY:** Seniority shall be based on the date of hire as a court security officer.
- F. UNION:** Union means Teamsters Local 633.
- G. WORK WEEK:** Friday through Thursday.

DISCIPLINARY OR ADVERSE ACTION

- (A) **Court Security Officer Actions Warranting Disciplinary or Adverse Actions:** Examples of court security officer actions that may result in disciplinary or adverse actions include, but are not limited to:
- (1) submitting false travel, payroll or purchase vouchers;
 - (2) personal use of official vehicles;
 - (3) falsifying, destroying, mutilating or altering court documents or records;
 - (4) providing false information on any Judicial Branch job application;
 - (5) willfully violating the policy against discrimination or sexual harassment;
 - (6) accepting loans, free services, goods or favors, including cash, from any business or person seeking favorable or preferential treatment from the court or soliciting favorable or preferential treatment from the court;
 - (7) causing loss or damage to court property through willful or grossly negligent action;
 - (8) theft occurring on court property;
 - (9) insubordination, including failure to follow oral or written directives;
 - (10) verbally abusing or physically assaulting any individual on court property or in relation to official duty;
 - (11) use of alcohol or drugs, while on duty or otherwise, to the extent that job performance is adversely affected;
 - (12) the use, possession, distribution, dispensation, or manufacture of a controlled substance, unless such use, possession, distribution, dispensation, or manufacture is lawful under RSA ch. 318-B or any other state or federal statute regulating controlled substances;
 - (13) failure to report in writing to the Administrative Authority within three days any criminal charges and failure to report in writing to the Administrative Authority within three days any criminal conviction, regardless of whether an appeal is taken;
 - (14) engaging in partisan political activity prohibited by law or by court policy;

- (15) conviction of any crime;
 - (16) unsatisfactory performance of job responsibilities, including excessive tardiness or absence from work; or
 - (17) notwithstanding any of the above, violating employee standards of conduct.
- (B) **Disciplinary Progression:** The Administrative Authority shall be responsible for taking appropriate intermediate steps and initiating adverse action. Court security officers entrusted with supervisory responsibility shall be required to expeditiously report to the Administrative Authority any matters that require review, discipline and/or adverse action, to the extent that they have been made aware of such matters.
- (C) **Intermediate Disciplinary Steps:** In that it is the Administrative Authority's responsibility to use sound judgment and to act promptly and fairly, it is advisable to take lesser disciplinary action where appropriate. Intermediate disciplinary steps may include the following:
- (1) **Written or Oral Warning:** Written or oral warnings may be given to the court security officer by the Administrative Authority upon recommendation by the court security officer's supervisor or on the Administrative Authority's own initiative. Oral warnings should be noted in a written memorandum. The number of warnings given prior to taking further disciplinary or adverse action depends on the seriousness and/or frequency of the matter or conduct.

It is the Administrative Authority's responsibility to point out the specific nature of the conduct and discuss in detail with the court security officer the correct action to be followed in the future. This responsibility may be delegated to the court security officer's immediate supervisor if appropriate.

The judicial branch is not precluded from issuing discipline for conduct, on or off official duty, that adversely effects the integrity of the judicial system.

A court security officer who is the subject of a written or oral warning may write the Administrative Authority a letter of disagreement, which shall be placed in the court security officer's personnel file.

- (2) **Written Reprimand:**
 - (a) If the Administrative Authority feels written or oral warnings have been, are, or would be ineffective or insufficient in view of the nature or

seriousness and/or frequency of the conduct, a written reprimand may be prepared.

- (b) Written reprimands must contain a complete description of the misconduct alleged, the supporting factual data, details of the corrective action to be taken by the court security officer and a time frame in which it should occur, and the consequences if corrective action does not occur. Written reprimands must indicate that unless corrective action is taken the court security officer will be subject to discharge.
 - (c) The written reprimand shall be signed by both the Administrative Authority and the court security officer. If the court security officer refuses to sign, the Administrative Authority shall so indicate on the form. The Administrative Authority and the court security officer shall each receive a copy of the signed written reprimand.
 - (d) Each written reprimand shall expire as a basis of possible discharge three years after its date but shall be kept in the court security officer's file.
 - (e) The judicial branch is not precluded from issuing discipline for conduct, on or off official duty, that adversely effects the integrity of the judicial system.
 - (f) A court security officer who is the subject of a written reprimand may write the Administrative Authority a letter of disagreement, which shall be placed in the court security officer's personnel file.
- (D) **Adverse Action:** The Administrative Authority is responsible for initiating or taking adverse action against a court security officer where appropriate. All adverse actions shall be approved by the Director before any action is taken. Adverse actions include the following:
- (1) **Suspension:** Suspension is the temporary removal of a court security officer from a position with or without pay.
 - (a) The decision to suspend a court security officer with or without pay shall be based on the seriousness and nature of the matter or conduct. The judicial branch is not precluded from issuing discipline for conduct, on or off official duty, that adversely effects the integrity of the judicial system.
 - (b) A court security officer may be suspended with or without pay pending disposition of a felony or misdemeanor charge or a serious violation as determined in the discretion of the Director. At the discretion of the Director, an acquittal may result in the reinstatement of all pay denied during the suspension period.

- (c) Suspension may be appealed through the appeal procedure set out in this contract, but the suspension shall become effective when imposed.
- (2) **Discharge:** Discharge is the permanent removal of a court security officer from employment with the judicial branch.
 - (a) The judicial branch is not precluded from issuing discipline for conduct, on or off official duty, that adversely effects the integrity of the judicial system.
 - (b) Discharge may be appealed through the appeal procedure, but the discharge will become effective when imposed. If the court security officer successfully appeals the discharge, all pay denied during the period of discharge may be reinstated.
- (E) **Actions By Judges:** Notwithstanding any provision set forth herein, any justice or judge of any court may report or recommend disciplinary actions when they become aware of activities or conduct which justify disciplinary action as set forth under these rules.

DUES CHECK-OFF

Payroll Deduction: The Union shall be entitled to have payroll deductions for membership dues and initiation upon written authorization from a court security officer.

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

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

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.

Maintenance of Membership: Court security officers who are members of the Union on the effective date of the Agreement shall be notified in writing by the Union 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:

Teamsters Local 633
P.O. Box 870
Manchester, NH 03105

Agency Fee: Any court security officer who is not a member of the Union shall be required to pay a fee to the Union as a condition of employment. The fee shall not exceed an amount that represents a prorated share of actual cost of negotiating and administering this Collective Bargaining Agreement.

DUTIES AND RESPONSIBILITIES

1. To the best of their abilities, all court security officers shall provide security services in courts to which they are assigned pursuant to the New Hampshire Judicial Branch Court Security Officer Manual.
2. The duties and responsibilities of all court security officers shall be as contained in job descriptions which as of the date of execution of this agreement are attached as Appendices A (full or part-time court security officer I), B (full or part-time court security officer II), and C (*per diem* court security officer) to this contract.

EMPLOYEE RECORDS AND RIGHTS

Access to Personnel Files: Court security officers shall be allowed access to their personnel and training 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.

Copies of Letters: Court security officers 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.

Location of Files: Every court security officer shall be informed as to the existence and location of all personnel and training files. 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.

Pay and Leave Records: All records pertaining to time worked and leave earned and taken shall be maintained and be available for inspection at a designated area.

Disciplinary Investigations: Court security officers shall be informed, upon a written request, when a disciplinary investigation is complete and of the determination of said investigation.

Changes of Job Specifications: Court security officers shall be notified in writing of any changes in his/her job specifications and duties upon receipt of said changes from the Administrative Office of the Courts, and/or from directives from the Director or any of his/her designated representatives. Changes in job specifications and duties may be the subject of a consultation between the Parties.

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

GRIEVANCE PROCEDURE

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 and matters of complaint, concern or dissatisfaction to a court security officer. This grievance procedure may not be used, however, for matters involving discipline and adverse action.

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

Supervisory/Administrative Authority Responsibility: Supervisors, the Director and AOC personnel are to make a sincere effort to resolve grievances, and must refrain from making any statement or taking any action that amounts to coercion or intimidation. It is the responsibility of the supervisor, the Director, and AOC personnel to use sound judgment and to act promptly and fairly.

Investigations: The Steward, when requested by one or a number of employees whom he/she represents, may investigate the basis for any dispute

arising under this Agreement and may, at any stage, assist the employee(s) in seeking resolution of such dispute through the grievance or appeal procedure, provided herein, as may be applicable. A staff representative of the Union may substitute in place of the Steward at the second step or sooner if the judicial branch is represented by other than the supervisor or intermediate supervisor.

Procedure: Any employee having problems concerning the interpretation or application of any provision of this Agreement subject to this grievance procedure shall seek adjustment in the step order listed below. There shall be not less than two nor more than five adjustment steps.

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

Non-Intervention: Nothing in this Article shall be construed as an abrogation of the right of any court security officer to present a grievance without the intervention of the exclusive representative in accordance with RSA 273-A:11, I (a).

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

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

A grievance initiated by the Employer against the Union or its members shall be filed directly with the Business Agent of the Union and shall be considered a Step II appeal.

Filings: A grievance shall be filed within thirty (30) work days of the time the grievant knew or should have known of the alleged violation.

Written Notices: A copy of all grievances which have been reduced to writing shall be forwarded to the Director and to the offices of the Union.

Grievance Procedure - STEP I - Employee and Security Manager

The employee and/or his/her Steward shall present the facts pertaining to the dispute to the Security Manager. The Security Manager shall resolve the dispute at once or notify the employee or his/her representative of the decision in writing within ten (10) working days from the day the problem was presented to him/her. Copies of any written decision shall be forwarded to the Director.

Grievance Procedure - STEP II - Employee and the Director

If, subsequent to the Security Manager's decision, the employee and/or his/her Steward feels further review is justified, notification to that effect and a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated shall be made in writing to the Director, as well as the Security Manger, within fifteen (15) working days from the day the employee was informed of the Security Manager's decision.

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

The Director shall notify in writing the employee and the Security Manager of the decision reached within five (5) working days after the meeting.

Grievance Procedure - STEP III – ARBITRATION

If the Union is not satisfied with the decision rendered pursuant to Step II, the Union may file within twenty (20) calendar days following receipt of the Director's written decision, or expiration of the time limit delineated therein, a request for arbitration to the American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be final and binding upon the parties, except as provided herein.

Arbitrator's Powers: The arbitrator shall be limited to interpretation or application of the express terms of this Agreement, and all other complaints filed before him/her. 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.

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

General Provisions:

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

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

HOLIDAYS

- (A) Regular full-time and regular part-time court security officers shall be entitled to 12 holidays annually as set forth in an administrative order issued by the New Hampshire Supreme Court.
- (B) A regular full-time court security officer shall be compensated for the holiday at the court security officer's rate of pay in effect at the time of the holiday. Regular part-time court security officers shall be compensated for the holiday on a pro rated basis.
- (C) *Per diem* court security officers shall be eligible for holiday pay effective January 1, 2010, pursuant to the provisions of this section. For calendar year 2010 and each year thereafter, *per diem* court security officers shall receive holiday pay based on the number of hours worked during the preceding calendar year as follows:

NUMBER OF HOURS WORKED	PERCENTAGE OF HOLIDAY PAY
1,750 or more	100%
1,500 to 1,749	75%
1,000 to 1,499	50%
500 to 999	25%
Less than 500	0%

- (D) An eligible court security officer shall receive holiday pay only if the court security officer is in pay status (actually working or on approved paid leave) on the regularly scheduled work day prior to and immediately following the holiday.

LAYOFFS

A regular full-time and regular part-time court security officer who is laid off shall receive the following which shall be paid within sixty (60) days after the effective date of the layoff:

- (1) Compensation for all unused accrued annual leave remaining to his/her credit; and
- (2) Compensation for 50% of accumulated sick leave to his/her credit not to exceed sixty (60) days.

In addition, a regular full-time or regular part-time court security officer who is laid off, who before the layoff was receiving state-paid medical benefits under the provisions of RSA 21-I:26-36, who is not eligible to retire and receive post-retirement medical benefits under the provisions of RSA 21-I:26-36 or RSA 100-A:52-55, and who is not eligible for employer-paid medical or health care coverage under the plan of any other employer, or as the spouse of a person covered under the plan of any other employer, or under the state plan as the spouse of a state employee, shall continue to receive such state-paid benefits, as if continuing in active employment, for a period not to exceed 3 months after the date of termination of state employment. For the 3-month period, the state shall pay the full costs of continuing medical and health care coverage. This 3-month period shall be included in the calculation of the entitlements required under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) and any amendments thereto. Following the 3-month period, the state is authorized to make payments as necessary to comply with Title III of the American Recovery and Reinvestment Act of 2009 regarding COBRA continuation coverage.

In the event court security officer layoffs are initiated, the layoff will be conducted on the basis of seniority. In the event of a layoff, the affected employees shall receive at least 60 days notice or pay in lieu of notice for any days the notice is shorter.

LONGEVITY COMPUTATION AND COMPENSATION

1. Any regular full-time court security officer who has completed 10 years of full-time service for the state shall be paid, in addition to the salary to which he/she is entitled by the classification plan, the sum of \$300 annually and an additional \$300 for each additional 5 years of state service.
2. The additional compensation provided by the provisions of this section shall not affect the maximums set by the classification plan and the receipt of said long service payments shall not prohibit the recipient from receiving the yearly increments to which he/she may be otherwise entitled within his/her classification ranges.
3. Unless otherwise directed by administrative payroll protocols, the longevity payment will be included in the first paycheck in December and reflects years of service as of November 30 of that current year.
4. Longevity pay will be included in the payout of a terminating employee provided the terminating employee has worked beyond his or her next anniversary date following November 30.

MANAGEMENT PREROGATIVES AND RIGHTS

1. **Rights Retained:** The judicial branch 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:
 - Directing and supervising employees;
 - Appointing, promoting, transferring, assigning, demoting, suspending, and discharging employees;
 - Laying off unnecessary employees due to lack of work, for budgetary reasons, or for other like considerations;
 - Maintaining the efficiency of governmental operations;
 - Determining the means, methods and personnel by which such operations are to be conducted;
 - Taking whatever actions may be necessary to carry out the mission of the judicial branch in situations of emergency, the determination of such situations to be the prerogative of the judicial branch.

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 judicial branch, the employee or the general public.

MERIT ADVANCEMENT

1. If a regular full-time or regular part-time court security officer reaches step six of a particular labor grade and remains at that step for five consecutive years, that court security officer is eligible for a step increase in salary at the conclusion of the fifth year upon the written recommendation of the Security Manager and approval by the Director, certifying that the court security officer performance is satisfactory or better.

2. A court security officer who has reached step six of a particular labor grade and received a merit advancement after completing five years satisfactory service at that step is eligible for an additional step increase after completing an additional five years of service provided the Security Manager again recommends the increase and certifies that the court security officer's performance is satisfactory or better and the Director approves the recommendation.

3. All requests shall be filed with the Director.

4. No court security officer shall receive more than two such increases while serving in the same position.

NOTICES

Notice to Union: Whenever a written legal notice is required to be given by the State to the Union, such notice shall be given to Teamsters Local 633, P.O. Box 870, Manchester, NH 03105.

Notice to AOC: Whenever written legal notice is required to be given by the Association to the Employer, such notice shall be given to the Director, Administrative Office of the Courts, 2 Charles Doe Drive, Concord, NH 03301.

OTHER LEAVES

(A) Bonus Leave.

- (1) All regular full-time court security officers will receive one day of bonus leave for each consecutive three-month period during which the court security officer is not absent due to illness, disability, whether paid or unpaid, and unpaid leave of absence. The court security officer will then receive one-third day for each month thereafter within which the same conditions are met. A court security officer shall not earn bonus days while being paid under workers' compensation. Earned bonus leave must be used during the fiscal year following the fiscal year for which it was earned or it shall lapse.
- (2) Use of sick leave for any purpose, unless otherwise exempted, shall require a court security officer to complete a new three-month period of employment without the type absence specified in subsection (1) above, in order to receive further bonus leave.
- (3) Utilization of sick leave for bereavement of a death as defined by the provision on sick leave shall not be counted against the time accumulation as defined in this rule.
- (4) A court security officer may use bonus leave only when authorized in advance by the Administrative Authority or such authority's designee on the basis of proper application in writing.
- (5) Bonus leave shall not be used during a court security officer's probationary period.

(B) Military Leave. A regular full-time or regular part-time court security officer who is a member of any reserve component of the armed forces of the United States shall, upon request, be entitled to not more than 15 days leave of absence with pay in any one training year for the purpose of

engaging in military drill, training or other temporary duty, in accordance with RSA ch. 112 or its subsequent statutory counterpart.

(C) Workers' Compensation Leave.

- (1) A court security officer must meet the stipulations of RSA ch. 281-A or its subsequent statutory counterpart in order to be entitled to workers' compensation. Review, notification, and appeal procedures are pursuant to RSA ch. 281-A or its subsequent statutory counterpart.
- (2) If a court security officer receives a personal injury as defined in RSA 281-A:2, XI or its subsequent statutory counterpart, in the course of employment, the court security officer shall report the injury immediately to the clerk of the assigned court who will notify the administrative office of the courts immediately of the injury.
- (3) If a court security officer is required to miss work and a decision has not been reached regarding the workers' compensation claim, the court security officer shall be compensated using accumulated sick and annual leave time, if applicable.
 - (a) If the workers' compensation claim is awarded, the portion of the sick and annual days equivalent to the workers' compensation award will be restored and credited to the court security officer's accumulated leave, if applicable.
 - (b) If the workers' compensation claim is denied, use of leave time, if applicable, shall be as specified in the sections on sick and annual leave.
- (4) A court security officer may choose to supplement workers' compensation with sick or annual leave if accumulated leave is applicable and available.
 - (a) The combination of workers' compensation and sick or annual leave benefits if applicable shall not exceed the court security officer's full pay.
 - (b) Compensation made using annual and sick leave benefits if applicable are subject to payroll deductions.
- (5) Sick leave and annual leave if applicable shall not accumulate to the extent the court security officer is receiving workers' compensation. Bonus days if applicable shall not accumulate while a court security officer is receiving workers' compensation.

- (6) Receipt of sick or annual leave pay by a court security officer shall not affect the right to medical benefits, nor shall it affect the right to workers' compensation benefits for permanent disability.

(D) Court Leave.

- (1) A regular full-time or regular part-time court security officer who is subpoenaed for other than Judicial Branch business to appear as a witness before a federal or state grand jury or court, or before a federal or state agency, shall be entitled to leave with pay for the required period. A court security officer who appears as such on Judicial Branch business is not considered on leave.
- (2) A regular full-time or regular part-time court security officer shall be entitled to leave with pay for serving on a federal or state grand or petit jury.
- (3) Fees received by a regular full-time or regular part-time court security officer for service as a juror or witness earned during the normal work day, excluding reimbursement for travel and overtime, shall be remitted to the employer.
- (4) The court security officer shall be paid his or her current salary while on court leave. Court leave shall not be a charge against any other accumulated leave as prescribed in these rules.
- (5) Court leave applies only to the time actually served in court and the time required to return to work.

(E) Family and Medical Leave.

- (1) This subsection is intended to comply with the federal Family and Medical Leave Act of 1993, effective August 5, 1993, and regulations promulgated thereto, to the extent they are applicable. Any interpretation of the subsection is intended to be consistent with the act and regulations.
- (2) A court security officer eligible for Family and Medical Leave pursuant to section (4)(a) below shall be granted family medical leave:
 - (a) because of the birth of a child, and/or to care for that child;
 - (b) if the court security officer adopts a child or takes a foster child into the court security officer's home;
 - (c) if the court security officer must care for a spouse, child or parent who is suffering from a serious health condition;

- (d) if the court security officer's own serious health condition makes the court security officer unable to perform their job.
- (3) A court security officer will be required to provide verification of a serious health condition, where applicable, from either the attending physician or a neutral party selected from a list of physicians compiled by the Director.
- (4) A court security officer can take up to 12 weeks of paid or unpaid leave during any rolling 12-month period for the reasons specified in subsection (2) above.
 - (a) A court security officer shall have been employed for at least one year and for at least 1,250 hours during the year proceeding the start of the leave to qualify for this leave.
 - (b) A court security officer shall apply accumulated annual leave, bonus leave, sick leave, where applicable, and compensatory leave to cover this period of absence. Unpaid leave may be used if all other leave has been exhausted.
 - (c) For an expected birth or adoption, and for planned medical treatment, the court security officer shall provide the employer with 30 days advance notice.
- (5) The court security officer shall file with the Administrative Authority a written statement of how accumulated time will be applied. This plan will be forwarded immediately to the administrative office of the courts for verification of time available for use.
- (6) During the leave, the Judicial Branch shall continue to pay its share of the health insurance premiums for the court security officer on family medical leave. If the court security officer does not return to work, the Judicial Branch shall recapture from the court security officer the cost of the health care premiums paid during the leave.
- (7) Following the leave, the court security officer shall be restored to his or her job or to an equivalent position.
- (8) Leave beyond 60 days, whether paid or unpaid, may be granted by the Director.
- (F) **Leave of Absence Without Pay.** The Director may grant a court security officer leave without pay for personal reasons for a period not to exceed 12 months, provided that any leave of absence without pay for reasons other than sickness or maternity may not be granted unless justified and

until a suitable replacement has been found or adequate coverage has been arranged.

- (1) Regular full-time and regular part-time court security officers shall be entitled to health benefits as provided by the State of New Hampshire for those employees who are on a leave of absence without pay.
- (2) Any court security officer who requests a leave of absence without pay shall be required to utilize all applicable accumulated leave before being granted the leave of absence without pay.
 - (a) If the request for leave without pay is caused by sickness or injury, the court security officer shall utilize accumulated leave in the following order: sick, compensatory, bonus, and annual where applicable.
 - (b) If the request for leave without pay is not caused by sickness or injury, the court security officer shall utilize accumulated leave in the following order: compensatory, bonus, and annual where applicable.
- (3) No annual leave or sick leave shall be accumulated during a leave of absence without pay.
- (4) Leave of absence without pay is counted as state service for purpose of computing longevity pay.
- (5) Exceptions to the leave of absence policy shall be submitted to the Director for approval.
- (6) Court security officers will be responsible for the employee share of health premiums during a leave of absence without pay.

PERFORMANCE EVALUATION

- (A) A formal written evaluation of each court security officer shall be completed at least once each year for all court security officers. This performance evaluation serves two purposes:
 - (1) to analyze the court security officer's performance during the past year, to identify strengths and weaknesses, and to compare such performance to previously set goals; and
 - (2) to establish performance goals for the following year, to determine the steps necessary to achieve them, and to identify the standards on which the court security officer's job performance will be rated.

- (B) Performance evaluation ratings shall be considered in determining salary increases, promotions, demotions, and dismissals. Probationary evaluations excepted, written annual evaluations shall be completed prior to the court security officer's anniversary date, in a manner prescribed by the Director.
- (C) The initial rating of each court security officer shall be made by the court security officer's supervisor in consultation with any or all of the judges, marital masters, or clerks of court with whom the court security officer works.
- (D) The Security Manager shall review each performance evaluation and approve, disapprove or modify each evaluation.
- (E) The court security officer, the supervisor, and the Security Manager shall sign the evaluation form. The signature of the court security officer shall indicate only that the person has been informed of the rating and does not signify agreement with the rating.
 - (1) Any modifications made after the court security officer's signature is affixed must be read and initialed by the court security officer to indicate awareness of the modifications.
 - (2) A copy of the entire performance evaluation, including the signature page, shall be forwarded to the administrative office of the courts to be maintained in the court security officer's personnel file.
- (F) A regular full-time or regular part-time court security officer shall receive a written evaluation indicating better than satisfactory performance in order to receive an annual merit pay increase.
 - (1) If any court security officer's evaluation is satisfactory or less than satisfactory, the written evaluation shall be provided to the court security officer. The court security officer's status and performance shall be reviewed for a period not to exceed 90 calendar days with a written evaluation of performance at the end of each 30-day period.
 - (2) At the end of the review period, if the regular full-time or regular part-time court security officer's overall job performance is evaluated as better than satisfactory, an annual merit pay increase may be granted at that time. The Security Manager in conjunction with the Director may determine that a merit pay increase is still not warranted. If a determination is made that a merit pay increase is still not warranted, the question of merit pay increase shall not be reconsidered for the current review period. If at any time after initial notice the overall evaluation continues to be unsatisfactory, the court security officer may be subject to demotion, termination, or other disciplinary action.

(G) In addition to the annual evaluation, a written evaluation of a court security officer's performance may be initiated by the Security Manager at any time during the year, in consultation with the court security officer's supervisor closely working judges, masters, or clerks. The written evaluation shall be provided to the court security officer if the court security officer's evaluation is less than satisfactory. The court security officer's performance may be monitored for a period not to exceed 90 calendar days with a written evaluation of performance at the end of each 30-day period. If at any time after initial notice the court security officer's performance continues to be unsatisfactory, the court security officer may be subject to demotion, termination or other disciplinary action.

RECOGNITION and UNIT DESCRIPTION

Recognition: The Employer recognizes the Union that shall serve as exclusive representative of all court security officers. The Union recognizes the responsibility of representing the interest of all employees in the unit without discrimination for the purpose as set forth in this Agreement.

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

Union: Reference to the "Union" as exclusive representative of the employees, means Teamsters Local 633 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 Union in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Union as authorized representative for such purposes. Further references to the Union in this Agreement means Teamsters Local 633, as appropriate under the authority of RSA 273-A.

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.

RESIGNATION, ABANDONMENT, DEPARTING EMPLOYEES

A. A court security officer who wishes to resign shall submit a written letter of resignation to the Security Manager at least ten (10) working days prior to the effective date of the resignation. The Security Manager shall forward a copy of

the resignation letter to the Director and the Manager of Operations at the Administrative Office of the Courts.

B. A court security officer shall have the right to withdraw a resignation before the effective date only upon the recommendation of the Security Manager and the approval of the Director. Recommendation of the withdrawal of a resignation by the Security Manager shall be immediately conveyed to the Director.

C. A court security officer shall be deemed to have abandoned employment if absent from work for three consecutive working days without notifying the Security Manager of the reason for absence and receiving approval for the leave unless physically or mentally unable to do so. Such a termination shall be administered as a dismissal.

D. The pay computation for a regular full-time or regular part-time court security officer who **resigns** from the employ of the New Hampshire Judicial Branch shall be as follows:

- (1) An resigning court security officer shall be compensated for all unused accrued annual leave remaining to his/her credit.
- (2) All unused accrued sick leave shall lapse upon the resignation of a court security officer.
- (3) A resigning court security officer shall be compensated for legal holidays occurring on a workday if he/she is in pay status the workday prior to and the workday following a legal holiday.
- (4) The resigning court security officer shall be paid all compensation as soon as possible but no later than ninety (90) days from the date of resignation. In the event that any compensation is not paid within this period of time, the judicial branch agrees that the non-payment is neither at the consent nor the fault of the resigning court security officer. The judicial branch agrees to cooperate in taking those steps necessary to have this compensation included in the "earnable compensation" for calculation of benefits with the New Hampshire Retirement System (See RSA 100-A:1, XVII), if applicable.

E. The pay computation for a regular full-time or regular part-time court security officer who is **dismissed** from the employ of the New Hampshire Judicial Branch shall be as follows:

- (1) A dismissed court security officer shall be compensated for all unused accrued annual leave remaining to his/her credit.

- (2) All unused accrued sick leave days shall lapse upon dismissal of a court security officer.
- (3) A dismissed court security officer shall be compensated for legal holidays occurring on a workday if he/she is in pay status the workday prior to and the workday following a legal holiday.

F. The pay computation for a regular full-time or regular part-time court security officer who **retires** from the employ of the New Hampshire Judicial Branch shall be as follows:

- (1) A retiring court security officer shall be compensated for all unused accrued annual leave remaining to his/her credit.
- (2) A court security officer retiring under the provisions of RSA 100-A, the New Hampshire Retirement System, shall be compensated for 50% of accumulated sick leave at the time of retirement not to exceed 60 days.
- (3) A retiring court security officer shall be compensated for legal holidays occurring on a workday if he/she is in pay status the workday prior to and the workday following a legal holiday.
- (4) The retiring court security officer shall be paid all compensation as soon as possible but no later than ninety (90) days from the date of retirement. In the event that any compensation is not paid within this period of time, the judicial branch agrees that the non-payment is neither at the consent nor the fault of the resigning court security officer. The judicial branch agrees to cooperate in taking those steps necessary to have this compensation included in the "earnable compensation" for calculation of benefits with the New Hampshire Retirement System (See RSA 100-A:1, XVII), if applicable.

G. The pay computation for a regular full-time or regular part-time court security officer who **dies** while in the employ of the New Hampshire Judicial Branch shall be as follows:

- (1) A sum equal to the unused accrued annual leave remaining to the court security officer's credit shall be paid to the court security officer's estate.
- (2) A sum equal to the unused accrued sick leave remaining to the court security officer's credit shall be paid to the court security officer's estate.

- (3) A court security officer's estate shall be compensated for legal holidays occurring on a workday if the court security officer was in pay status the workday prior to and the workday following a legal holiday.

H. A *per diem* court security officer who resigns, is dismissed, retires, or dies shall be paid for all time worked which had not been previously paid.

SEPARABILITY

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.

SICK LEAVE

(A) One and one-quarter days (9.375 hours) sick leave shall be earned each month by all regular full-time court security officers from the date of their initial employment. The fifteen days earned per year may accumulate to a maximum of 120 days for all regular full-time court security officers. Part-time regular court security officers shall earn sick leave on a prorated basis.

(B) Sick Leave Provisions.

(1) The sick leave allowance of a court security officer eligible for sick leave may be utilized upon approval of the Administrative Authority on the basis of proper application in writing.

(a) Sick leave absences may be due to illness or disability of the court security officer eligible for sick leave, illness of an immediate family member requiring the care of the court security officer, injury, exposure to contagious diseases endangering the health of other employees when requested by the attending physician, or death in the court security officer's immediate family. Immediate family is defined in subsection B(4) below.

(b) Sick leave used shall be deducted from the court security officer's allowance on the basis of workdays and not calendar days. All sick leave must be reported on the biweekly payroll report and shall be deducted from available accumulated balances.

- (c) A court security officer eligible for sick leave who is unable to report to work due to the reasons stated above and who wishes to utilize sick leave shall make a good faith effort to notify the Administrative Authority as early in the day as possible to report the reason for the absence and the expected date of return to work. If the court security officer is unable to call, another person should contact the Administrative Authority with the same information.
 - (d) The court security officer shall continue to advise the Administrative Authority each day of absence unless an extended absence has been indicated and an alternative call schedule has been established. Failure to report to the Administrative Authority may be grounds for disciplinary action.
- (2) Sick leave may be utilized during the first six months of employment but only to the extent that such sick leave has been earned.
 - (3) For purposes of utilization, sick leave shall be converted to hours (example: 1 1/4 days equals 9.375 hours).
 - (4) A court security officer eligible for sick leave may use sick leave for a death in the court security officer's immediate family or other such persons as the Administrative Authority approves. Immediate family is defined as: spouse; child; parent; mother-in-law; father-in-law; sibling; grandparent; grandchild; stepparent; stepchild; or legal guardian.
 - (a) When using sick leave for bereavement leave, the court security officer shall not lose credit toward bonus leave.
 - (b) A court security officer eligible for sick leave may use up to five days per year for bereavement leave with authorization as described above. Additional bereavement leave may be granted by the Administrative Authority.
 - (5) Sick leave taken for the illness of an immediate family member requiring the care of the court security officer shall not exceed five days per year unless such leave is taken pursuant to family and medical leave. Additional sick leave for the illness of an immediate family member may be granted by the Administrative Authority.
 - (6) Court security officers eligible for sick leave shall earn sick leave during periods of leave with pay except that leave shall be credited only when the court security officer returns to work, and leave earned during such periods shall be forfeited if the court security officer fails to return to work.

- (7) Court security officers eligible for sick leave shall not earn sick leave during a period of leave of absence without pay.
- (8) Forfeiture of accrued sick leave as a disciplinary action shall not be authorized.
- (9) No court security officer eligible for sick leave shall lose accrued sick leave when promoted, demoted or transferred provided that there is no break in service. This includes a court security officer who changes from the service of one Administrative Authority to another.
- (10) A full-time court security officer who transfers from one position to another position in the Judicial Branch during an initial probationary period shall be credited with any accrued time toward sick leave earned in the first position and such earned leave shall be recognized by the receiving Administrative Authority.

(C) Proof of Illness.

- (1) If a court security officer eligible for sick leave is on sick leave beyond three consecutive work days, the Administrative Authority may require a certificate from a physician. The certificate shall contain a statement that, in the physician's professional judgment, extended sick leave is necessary.
- (2) A court security officer eligible for sick leave may be required, at state expense, to provide verification of illness from a neutral party selected from a list of physicians compiled by the Director if in the Administrative Authority's opinion the court security officer may not be entitled to sick leave.

- (D) Reinstatement. Whenever a former court security officer, who has been separated from the Judicial Branch by a reduction in work force formula, or for reasons without prejudice but for the convenience of the State of New Hampshire, is reinstated within three years, the court security officer's previously accumulated and unused balance of sick leave allowance shall be revived and credited to the court security officer.

TEAMSTERS D.R.I.V.E.

The AOC agrees to a D.R.I.V.E. check-off for Employees. Upon written authorization by the Employee, the Employer shall deduct certain amounts, as specified by the Employee, on a weekly basis and remit same on a monthly basis to the Local Union's D.R.I.V.E. account. The name of such fund is Granite State Teamsters' D.R.I.V.E. Where laws require written authorization by the

Employee, same is to be furnished in the form required. No unlawful deductions shall be made.

TRAINING

INITIAL COURT SECURITY OFFICER TRAINING:

All newly-hired court security officers shall attend a two-week training session for court security officers within six (6) months of the hiring date. All newly-hired court security officers must attend firearms training and qualify with their firearm and pass OC spray training prior to receiving an assignment to a court. If employed prior to attending the two-week training session, a newly-hired court security officer will be assigned by the Security Manager to an experienced court security officer for a period of at least one week to train on all aspects of the court security officer position. Dependent upon workload of the trainer, the newly-hired court security officer may be assigned to more than one experienced court security officer for training. At the completion of initial training, the trainer(s) shall provide a written report of the training provided and an assessment as to whether the new employee has sufficiently gained the expertise necessary to allow the new employee to assume court security officer duties. Should the new court security officer not be ready for duty, the Security Manager shall assign additional training.

ANNUAL COURT SECURITY OFFICER TRAINING:

Annual firearms and OC spray recertification classes shall be provided to all court security officers.

EXPENSE REIMBURSEMENT:

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

EDUCATIONAL DISCOUNT:

Any full-time regular court security officer who has completed one year of continuous full-time service shall be entitled to a fifty percent (50%) discount on the tuition of up to three (3) courses that bear credit 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 three (3) 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.
- g. This provision shall remain in effect only to the extent this benefit is provided to State employees generally, and if so provided, only for the biennium ending June 30, 2011 and nothing in this agreement implies a commitment to continue this discount beyond June 30, 2011.

EDUCATION SCHEDULE ADJUSTMENTS:

The Employer shall allow, when practical, for an employee to make adjustments in his/her work schedules to complete previously approved job-related courses.

TRAVEL/MILEAGE/EXPENSES

Any *per diem* court security officer traveling to a court other than his or her home court shall receive mileage at the applicable Judicial Branch rate for any mileage in excess of twenty miles each way from the court security officer's home court. A regular full-time or regular part-time court security officer shall receive mileage at the applicable Judicial Branch rate for any travel beyond his or her assigned court. All court security officers shall receive mileage at the applicable Judicial Branch rate for travel relating to training, including firearms qualification.

UNION REPRESENTATION

Stewards: The Employer agrees to recognize at least two Stewards and one alternate duly authorized by the Union. The Union agrees to have at least one Steward who is a regular full-time or regular part-time court security officer and one who is a *per diem* court security officer.

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

Use of Work Time: The Employer shall authorize a reasonable amount of time during the regular working hours without loss of time or pay, to permit the Steward to carry out their responsibilities in accordance with the provisions of this Agreement. The Union 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 Union business, shall first obtain the consent (which consent shall not be unreasonably withheld) of his/her Administrative Authority; upon entering a work area, other than their own, the Steward shall first advise the appropriate clerk of court of his/her presence and specify the name(s) of the employee(s) to be contacted.

Training: The Employer agrees to authorize three (3) days off annually without loss of time or pay for up to two (2) Stewards to attend a Union training program. The Union shall notify the Employer as soon as possible but not less than twenty (20) work days in advance of such proposed training program.

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

Steward/Branch Meetings: The Director or his/her designee(s) shall meet with Steward(s) upon written notice from the Union, including the purpose of the requested meeting. Such meetings will be held within ten (10) working days from the request date, unless it is mutually agreed to extend the time frame.

Representation of Employees: With the exception of probationary court security officers, a court security officer shall be entitled to Union representation at an investigative interview or meeting if requested by the court security officer when that court security officer reasonably believes that the interview or meeting may result in disciplinary action against him/her. The court security officer requesting the meeting will be given specific notice regarding the matters being investigated prior to the meeting. The Union representative's role at an investigative interview or meeting is to consult with the court security officer. The Employer is free to insist upon hearing the employee's own account of the matter(s) under investigation. The Parties agree that in all cases the principles of "Weingarten" and "Garrity" and other applicable case law shall be observed. The provisions of this article shall apply to all court security officers, with the exception of probationary court security officers.

"Disciplinary action" means action resulting in a written warning, a suspension, a demotion or a dismissal.

UNION RIGHTS

Bulletin Boards: The Employer shall furnish reasonable space on bulletin boards in court locations where court security officers are assigned for the use of the Union. The Union shall use this board for posting of notices pertaining to recreational and social activities, Union elections, reports of the Union, or its committees, Union meetings notices, legislative enactments, decisions of the Public Employee Labor Relations Board (PELRB), and judicial decisions affecting public employee labor relations. The Union shall not post any materials that are obscene, defamatory, or impair the operation of the court; or which constitute partisan, political campaign material.

Member and Employee Reports: The Employer agrees to provide payroll deduction information to the Union by electronic mail or other mutually agreed format at least biweekly for the administration of dues deductions and Union programs.

In addition, the Employer shall notify the Union of all newly hired full-time unit employees, the names and business addresses of all regular unit employees, and unit employees who have terminated state service at least monthly by electronic mail, or other mutually agreed format.

These reports shall include, at least, the following:

- Court security officer's name
- Court security officer's home address (for Union members only)
- Court security officer's payroll number
- Court security officer's labor grade and step
- Court security officer's salary schedule
- Court security officer's business address
- Court security officer's job classification
- Court security officer's date of employment

Union Business: Court security officers shall conduct the internal business of the Union during their non-duty hours.

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

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

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

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

Such approval, if given, will be limited to members of the committee, bargaining unit employees, Union staff members, and guests.

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

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

Union Leave: The Employer shall approve reasonable preparation time for up to four (4) members of the Union's contract bargaining team.

Group Programs: The Union shall be allowed the use of payroll deductions for any group program(s), in addition to a dues deduction, to the extent available within the State of New Hampshire payroll system.

Employee Orientation: Unit orientation programs and/or orientation handbooks shall inform new unit employees that the unit is a bargaining unit represented by the Union. The Employer agrees to distribute informational packets provided by the Union to new unit employees. The Union shall be allowed to make a presentation, consistent with other vendor presentations, at group orientation programs offered by the Employer for unit members. The presentation may be up to one half hour in duration and shall be conducted by a Union staff person or his/her designee. If no group orientation program exists in the unit, the Union staff person shall have access to all new unit employees for up to one half hour at the convenience of the Employer and the new unit employee will be required to attend said meeting.

WAIVER

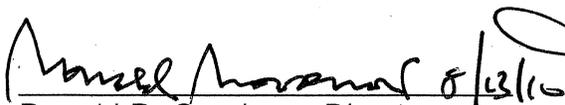
Waiver by either Party of the other's non-performance or violations of any term or condition of this Agreement shall not constitute a waiver of any other non-performance or violation of any other term or conditions of this Agreement, or of the same non-performance or violation in the future.

DURATION

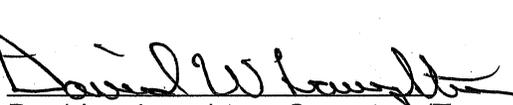
This Agreement as executed by the parties is effective as of October , 2009, and shall remain in full force and effect until June 30, 2011, or until such time as a new Agreement is executed.

Renegotiation of this Agreement will be effective by written notice by one party to the other not later than October 15, 2010, or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after receipt of such notice.

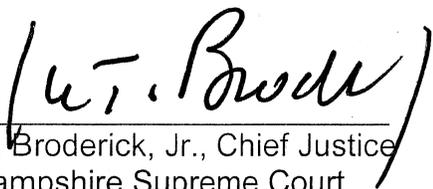
IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract on the day of October, 2009.



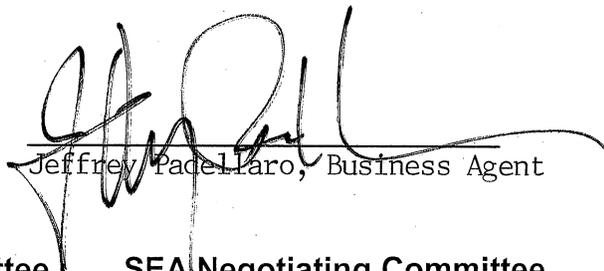
Donald D. Goodnow, Director
Administrative Office of the Courts



David w. Laughten, Secretary/Treasurer
Teamsters Local 633 of New Hampshire



John T. Broderick, Jr., Chief Justice
New Hampshire Supreme Court



Jeffrey Padellaro, Business Agent

Judicial Branch Negotiating Committee

Howard Zibel
Jeff Smith
Jason Jordanhazy

SEA Negotiating Committee

Jeff Padellaro
Lance Walton
Arthur St. Laurent
Bruce Burnham
Robert Levesque

JOB DESCRIPTION

COURT OFFICER I – Regular, full-time or regular part-time position working in the New Hampshire Court System, subject to the sufficient and continued funding of the Judicial Branch by the Legislature.

DEFINITION OF WORK

This is responsible court security and judicial support work in a court of the New Hampshire court system. Work includes maintaining order, protecting judges, jurors, prisoners and the public; notifying interested parties; assist in the transfer of prisoners; and performing a number of clerical functions for judges and the clerk's office as needed. Employees in this position may be required to travel during the regular course of business, and are subject to transfer or reassignment at the discretion of the Administrative Judge or the Director of the Administrative Office of the Courts, if appropriate.

EXAMPLES OF WORK PERFORMED

(Any one position may not include all of the duties listed, nor do the examples cover all of the duties which may be performed.)

Maintains order and decorum within the courtroom involving escorting unruly persons from court at the request of the judge and insuring that court guidelines regarding noise, food, and smoking are adhered to.

Protects the privacy and insures the safety of judges.

Provides security for prisoners, witnesses, jurors, and public in the courtroom and adjacent areas; may be required to take appropriate action in disruptive situations in the courtroom; inspects the courtroom, judge's chambers and other court related areas for explosive devices; observes movement of the public in the court; questions suspicious persons; performs security screening of persons, and removes illegal arms or contraband as necessary; may exercise the power of arrest as necessary.

Guards jurors during deliberations, meals, and while sequestered to insure that they are not influenced by any outside sources; makes arrangements for meals and lodging; screens telephone calls and reading materials.

Serves as crier formally announcing opening and closing of court sessions and may administer oaths to witnesses and defendants.

Provides routine information regarding court procedures to the public, jurors, witnesses, litigants, and attorneys.

May transport prisoners from in-court holding cell to the courtroom.

Provides general messenger service as required by judges and the clerk's office.

Performs related duties as required.

DESIRABLE EDUCATION AND EXPERIENCE

Graduation from high school with security related experience or any equivalent combination of education and experience which provides the following knowledge, abilities and skills:

Considerable knowledge of modern security equipment, techniques and procedures.

Considerable knowledge of court procedures and policies and legal documents pertaining to the court of assignment.

Ability to communicate orally, clearly and concisely.

Ability to follow oral and written communications.

Ability to react calmly in stressful situations. Must be able to analyze potential disruptive situations and react in a positive manner, exerting authority if necessary to maintain order and dignity in the courtroom.

Ability to organize and maintain a secure court environment.

Ability to act as a court security liaison with law enforcement agencies, lawyers, members of the general public and other court system personnel.

Ability to recognize and react to emergency situations involving control of prisoner, defendants, accident victims and court spectators. Should have working knowledge of basic first aid techniques. Certification in the Cardio-Pulmonary Resuscitation (CPR) procedure desirable.

Skill in the operation of a handgun.

SPECIAL REQUIREMENTS

Must have a valid driver's license.

Must successfully pass a criminal records check.

Must have the ability to qualify for a license to carry a handgun.

Must demonstrate proficiency in the use of a handgun.

Must possess ability to remain alert and standing for long periods of time.

Must be in good physical condition.

Must maintain a neat appearance at all times at the workplace.

DISCLAIMER STATEMENT

This position description represents general duties and is not intended to list every specific function of this position

JOB DESCRIPTION

COURT OFFICER II –Regular, full-time or regular part-time position working in the New Hampshire Court System, subject to the sufficient and continued funding of the Judicial Branch by the Legislature.

DEFINITION OF WORK

This is responsible court security and judicial support work in a court of the New Hampshire court system. Work includes providing supervision over court security officers, maintaining order, protecting judges, prisoners and the public; notifying interested parties; assisting in the transfer of prisoners; and performing a number of clerical functions for judges and the clerk's office as needed. Employees in this position may be required to travel during the regular course of business, and are subject to transfer or reassignment at the discretion of the Director of the Administrative Office of the Courts.

EXAMPLES OF WORK PERFORMED (Any one position may not include all of the duties listed, nor do the examples cover all of the duties which may be performed.)

Maintains order and decorum within the courtroom involving escorting unruly persons from court at the request of the judge and insuring that people adhere to court guidelines regarding noise, food, and smoking.

Protects the privacy and insures the safety of judges.

Provides security for prisoners, witnesses, and the public in the courtroom and adjacent areas; may be required to take appropriate action in disruptive situations in the courtroom; inspects the courtroom, judge's chambers and other court related areas for explosive devices; observes movement of the public in the court; questions suspicious persons; performs security screening of persons, and removes illegal arms or contraband as necessary; may exercise the power of arrest.

Guards jurors during deliberations, meals, and while sequestered to insure that they are not influenced by any outside sources; makes arrangements for meals and lodging; screens telephone calls and reading materials.

Serves as crier formally announcing opening and closing of court sessions and may administer oaths to witnesses.

Provides routine information regarding court procedures to the public, witnesses, litigants, and attorneys.

May transport prisoners from in-court holding cell to the courtroom.

Provides general messenger service as required by judges and the clerk's office.

Performs related duties as required.

DESIRABLE EDUCATION AND EXPERIENCE

Graduation from high school with security related experience or any equivalent combination of education and experience which provides the following knowledge, abilities and skills:

Considerable knowledge of modern security equipment, techniques and procedures.

Considerable knowledge of court procedures and policies and legal documents pertaining to the court of assignment.

Ability to communicate orally, clearly and concisely.

Ability to follow oral and written communications.

Ability to react calmly in stressful situations. Must be able to analyze potential disruptive situations and react in a positive manner, exerting authority if necessary to maintain order and dignity in the courtroom.

Ability to organize and maintain a secure court environment.

Ability to act as a court security liaison with law enforcement agencies, lawyers, members of the general public and other court system personnel.

Ability to recognize and react to emergency situations involving control of prisoner, defendants, accident victims and court spectators. Should have working knowledge of basic first aid techniques. Certification in the Cardio-Pulmonary Resuscitation (CPR) procedure desirable.

Skill in the operation of a handgun.

SPECIAL REQUIREMENTS

Must have a valid driver's license.

Must successfully pass a criminal records check.

Must have the ability to qualify for a license to carry a handgun.

Must demonstrate proficiency in the use of a handgun.

Must possess ability to remain alert and standing for long periods of time.

Must be in good physical condition.

Must maintain a neat appearance at all times at the workplace.

DISCLAIMER STATEMENT

This position description represents general duties and is not intended to list every specific function of this position

JOB DESCRIPTION

PER DIEM COURT OFFICER I – Per diem court security position working in the New Hampshire Court System, subject to the sufficient and continued funding of the Judicial Branch by the Legislature.

DEFINITION OF WORK

This is responsible court security and judicial support work in a court of the New Hampshire court system. Work includes maintaining order, protecting judges, jurors, prisoners and the public; notifying interested parties; assisting in the transfer of prisoners; and performing a number of clerical functions for judges and the clerk's/register's office as needed. Employees in this position may be required to travel during the regular course of business, and are subject to transfer or reassignment at the discretion of the Director of the Administrative Office of the Courts.

EXAMPLES OF WORK PERFORMED (Any one position may not include all of the duties listed, nor do the examples cover all of the duties which may be performed.)

Maintains order and decorum within the courtroom involving escorting unruly persons from court at the request of the judge and insuring adherence to court guidelines regarding noise, food, and smoking.

Protects the privacy and insures the safety of judges.

Provides security for prisoners, witnesses, jurors, and public in the courtroom and adjacent areas; may be required to take appropriate action in disruptive situations in the courtroom; inspects the courtroom, judge's chambers and other court related areas for explosive devices; observes movement of the public in the court; questions suspicious persons; performs security screening of persons, and removes illegal arms or contraband as necessary; may exercise the power of arrest as necessary.

Guards jurors during deliberations, meals, and while sequestered to insure that they are not influenced by any outside sources; makes arrangements for meals and lodging; screens telephone calls and reading materials.

Serves as crier formally announcing opening and closing of court sessions and may administer oaths to witnesses and defendants.

Provides routine information regarding court procedures to the public, jurors, witnesses, litigants, and attorneys.

May transport prisoners from in-court holding cell to the courtroom.

Provides general messenger service as required by judges and the clerk's/register's office.

Performs related duties as required.

DESIRABLE EDUCATION AND EXPERIENCE

Graduation from high school with security related experience or any equivalent combination of education and experience which provides the following knowledge, abilities and skills:

Considerable knowledge of modern security equipment, techniques and procedures.

Considerable knowledge of court procedures and policies and legal documents pertaining to the court of assignment.

Ability to communicate orally, clearly and concisely.

Ability to follow oral and written communications.

Ability to react calmly in stressful situations. Must be able to analyze potential disruptive situations and react in a positive manner, exerting authority if necessary to maintain order and dignity in the courtroom.

Ability to organize and maintain a secure court environment.

Ability to act as a court security liaison with law enforcement agencies, lawyers, members of the general public and other court system personnel.

Ability to recognize and react to emergency situations involving control of prisoner, defendants, accident victims and court spectators. Should have working knowledge of basic first aid techniques. Certification in the Cardio-Pulmonary Resuscitation (CPR) procedure desirable.

Skill in the operation of a handgun.

SPECIAL REQUIREMENTS

Must have a valid driver's license.

Must successfully pass a criminal records check.

Must have the ability to qualify for a license to carry a handgun.

Must demonstrate proficiency in the use of a handgun.

Must possess ability to remain alert and standing for long periods of time.

Must be in good physical condition.

Must maintain a neat appearance at all times at the workplace.

DISCLAIMER STATEMENT

This position description represents general duties and is not intended to list every specific function of this position

CSO I AND CSO II SALARY SCHEDULE

CSO I

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
11. Yearly:	25,826.36	27,063.24	28,362.08	29,726.08	31,158.01	32,661.69
Biweek:	993.32	1,040.90	1,090.86	1,143.30	1,198.38	1,256.22
Hourly:	13.2443	13.8786	14.5447	15.2441	15.9785	16.7496

CSO II

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
16. Yearly:	29,077.31	30,476.86	31,946.48	33,489.55	35,109.69	36,810.97
Biweek:	1,118.36	1,172.20	1,228.72	1,288.06	1,350.38	1,415.80
Hourly:	14.9114	15.6292	16.3828	17.1741	18.0050	18.8774