COLLECTIVE BARGAINING AGREEMENT

between the

STATE OF NEW HAMPSHIRE

and the

TEAMSTERS

Local 633

July 1, 2013 – June 30, 2015

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Preamble

This Agreement is made and entered into between Teamsters Local 633 representing Corrections Officers and Corrections Corporals, hereinafter referred to as the "Union", and the State of New Hampshire, hereinafter referred to as the "Employer", collectively referred to hereinafter as the "Parties". It is the intent and purpose of the Parties to this Agreement to promote and improve the efficient administration of the New Hampshire Department of Corrections, and the well-being of the classified employees within the meaning of New Hampshire Revised Statutes Annotated 273-A, to establish a basic understanding relative to personnel policy, practices, and procedures and matters affecting conditions of employment with respect to which the Employer is empowered to negotiate, and to provide a means of amicable discussions and adjustment of matters of mutual interest. In consideration of the mutual covenants herein set forth, the Parties hereto intending to be bound hereby agree as follows:

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

Article I
RECOGNITION and UNIT DESCRIPTION

1.1. **Recognition:** The Employer recognizes the Union which shall serve as exclusive representative of all classified employees in the bargaining unit with the exception of those classified employees excluded from the definition of public employee under the provisions of RSA 273-A:1, IX. The Union recognizes the responsibility of representing the interest of all employees in the unit without discrimination for the purpose as set forth in this Agreement.

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

1.3. **Union:** Reference to the "Union" 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.

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

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

Article II
MANAGEMENT PREROGATIVES and RIGHTS

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

2.1.1. Directing and supervising employees;

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

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

2.1.4. Maintaining the efficiency of governmental operations;

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

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

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

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

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

a. The Employer agrees to provide the Union with forty-five (45) days prior notice, and an opportunity to consult and offer alternatives prior to issuing a Request for-Proposal (RFP) concerning contracting out or privatizing

existing state services that would result in the layoff of current full-time unit employees, a reduction in the base hours or wages of current full-time unit employees, or would result in a contract that would place current full-time unit employees under the supervision of a contractor.

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

Article III
UNION RIGHTS

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

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

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

These reports shall include, at least, the following:

- employee's name
- employee's home address for Union members only
- employee's work e-mail address if applicable
- employee's state identification number
- employee's payroll number
- employee's labor grade and step
- employee's salary schedule

- employee's business address
- employee's job classification
- employee's date of employment
- employee's adjusted seniority date

3.2.1 The Union shall provide a written notice to the Employer that is suitable for inclusion in the "check message" on employee paychecks/advices that informs employees that the Union is the exclusive bargaining representative for all unit employees and therefore requires access to the employee for Union correspondence. The Employer agrees to place the message on employee paychecks/advices quarterly at the request of the Union.

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

3.3.1. Local 633 may utilize the Employer's messenger service and, to the extent that they do or may exist, electronic mail system(s) for the duration of this Agreement for internal Union business, provided that said mailings are clearly identified as the property of the Union.

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

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

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

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

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

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

3.6. **Administrative Leave:** Union officials shall be allowed ten (10) days off per contract year without loss of time or pay for the purpose of attending meetings, conventions or conferences relative to labor relations or Union affiliations. Time off shall be limited to five (5) days per official for each such request. All requests shall be submitted to the Bureau of Employee Relations. Such requests shall not be unreasonably denied.

3.7. **Union Leave:** The Employer shall grant five (5) working days of union leave to each of the duly elected representatives of the Union to the quadrennial convention of the Teamsters Local 633. The Union shall provide the Employer with not less than sixty (60) days notice of the dates for this leave and the names of the elected representatives.

3.7.1. The employer shall approve reasonable preparation time, not to exceed one day per week, during even-numbered years beginning September 1st until negotiations begin for up to four (4) members of the Union's state-level bargaining team.

3.7.2. Once contract negotiations begin, the employer shall permit three (3) members of the Union's state-level bargaining team and one (1) alternate to attend negotiations not less than two (2) days per week.

a. The Employer shall provide written notice of the agreed upon negotiation schedule to the agency of the Union's bargaining team members.

b. In the event that negotiations are postponed, cancelled, or end before the mutually agreed upon time, the Employer shall permit the Union's bargaining team to utilize the scheduled time to complete outstanding bargaining tasks or for additional bargaining preparation when necessary.

3.8. **Group Programs:** The Union shall be allowed the use of seven (7) payroll deductions for any group program(s) in addition to a dues deduction.

3.9. **Executive Board of Directors Leave:** The Employer shall authorize up to forty-eight (48) hours per year per person without loss of time or pay for directors and officers of the Union's Executive Board of Directors, for the purpose of attending meetings of the Executive Board of Directors. The employee shall give a seven day notice for use of such leave.

3.10. **Employee Orientation:** Full-time unit employees shall be entitled to an Employer orientation within thirty (30) calendar days of hire. The orientation may be presented in written form, by video, in person or by any combination of presentation methods. The Employer shall inform new full-time unit employees that the Union is the exclusive representative of all unit employees and provide information on all benefit programs provided by the Employer. The Employer agrees to distribute informational packets provided by the Union to new

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

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

Article IV
CONSULTATION and LABOR MANAGEMENT COMMITTEE

4.1. Consultation:

4.1.1. Obligation to Meet: The Parties recognize their mutual obligation to meet and confer regarding problems arising out of the employment relationship between the employer and full and part-time employees.

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

4.1.3. Requests: Consultation shall be requested by either Party in writing, stating the reason for the meeting and the agenda or topic of consultation. Consultation requests by the Union shall be made to the Bureau of Employee Relations or to the appropriate agency by the Business Agent, or designee, of the Union. Consultation requests by the Employer shall be made to the Business Agent of the Union.

4.1.4. 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.

4.1.5. Attendees: A Union staff member shall represent the bargaining unit alone, or with not more than five (5) employees. The Union will state the names and work areas of the employees, if any, who are to attend the meeting. Representatives of the Employer shall meet with the Union representatives. The Manager of Employee Relations 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.

4.2. **Labor Management Committees:** It is mutually agreed that fostering open communication about policy and other matters related to the employment situation is desirable. The parties encourage agencies to establish labor management committees at the agency and unit level. Unit Labor Management Committees shall be established and maintained by mutual consent of the parties. Unit Labor Management Committees may be dissolved by advance notice of one party to the other. The composition of the Unit Labor Management Committees, its agenda and the frequency of its meetings shall be decided by the Committee.

ARTICLE V
DUES CHECK-OFF

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

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

5.3. **Dues Change:** The Union shall notify the Employer of a change in Union dues which necessitates a modification of payroll deductions and the Union wishes to implement such modification. Such notification shall be made to the State of New Hampshire, together with a written request for the modification in payroll deductions.

5.4. **Timing/Changes:** To the extent that action is necessary by the Employer to implement the dues deductions, the Employer shall insure that the payroll deductions are put into effect within sixty (60) days of the Union's written notification of dues change, as referenced in Article 5.3.

5.5. **Maintenance of Membership:** Full-time and part-time employees 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
c/o Secretary/Treasurer
P.O. Box 870
Manchester, NH 03105

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

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

ARTICLE VI
BASIC WORK WEEK

6.1. **Basic Work Period:**

6.1.1. The basic work period for bargaining unit employees, with due allowance for authorized holidays and leaves of absence with pay, including but not limited to, paid compensatory time off, paid annual leave, paid sick leave, paid bereavement leave, shall consist of eighty (80) hours in a fourteen (14) consecutive day period. Each unit employee shall also be required to report ten (10) minutes prior to the scheduled start of the unit employee's shift.

6.1.2. The Employer agrees to schedule unit employees for eighty (80) hours during the basic work period.

6.1.3. This section shall take effect with the pay period beginning July 12, 2013.

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

6.3. **Meal Periods:** Unit Employees shall be allowed a meal period of not less than one half (1/2) hour nor more than one (1) hour. Such lunch periods shall not be considered working time. However, exceptions to this provision may be made upon mutual agreement between the Unit Employee and the Employer.

6.4. **Schedules:** Department work schedules for groups of employees, meaning two (2) or more employees, shall continue in effect for the life of this Agreement unless there is reasonable cause for the Employer to adjust such schedules. The Employer shall post and provide three (3) calendar weeks notice to the Union of any proposed schedule change, and upon request, shall meet with the Union prior to the scheduled date of implementation.

6.5. **Flexible or Alternative Schedules:** Nothing in the Agreement shall prevent the Employer and an employee, or group of employees, with the prior notice to and approval of the Parties, from mutually agreeing to flexible or alternative work schedules. Employees shall have the right to request a flexible or alternative schedule and to receive a timely response from the Employer.

Article VII
OVERTIME

7. **Overtime Distinctions:** All Correctional Officers and Corporals covered under this agreement will be classified as non-exempt law enforcement employees.

7.1. **Overtime Rates:** Law enforcement employees, in recognition of their off-duty availability, shall receive wages equal to the wages listed for their respective position in Appendix A plus ten percent (10%). The 10% addition to wages are in lieu of any compensation for recall status and the Parties agree that employees covered by this provision are expected to be available for return to duty during off-duty hours when notified of the expectation.

7.1.1. **Overtime Defined**: Overtime is authorized work performed in excess of the basic work period as defined in Article VI.

a. Overtime Rate: Overtime will be computed at the employee's regular rate unless the rate of the position assigned is higher, in which case the employee receives the higher rate.

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

7.1.a. Maximum Hours: Authorized work in excess of eighty (80) hours in a fourteen (14) consecutive day period shall be considered overtime.

7.2. **Overtime Compensation and Scheduling:** The compensation due to law enforcement employees who perform authorized work in excess of the maximums established by 7.1 is as follows:

a. Overtime is defined as authorized work performed in excess of eighty (80) hours in a fourteen (14) consecutive day work period.

b. Unit employees shall be entitled to one and one half times the regular rate of compensation for each hour of overtime worked beyond 80 hours.

c. Overtime assignments are voluntary unless the number of volunteers is not sufficient to carry out the orderly transaction of business.

d. Overtime assignments, to the extent possible, shall be distributed equally among qualified Corrections Corporals and Corrections Officers who customarily perform the kind of work required with preference given to those Corrections Corporals and Corrections Officers currently assigned to the work section in which the overtime is to be worked. All overtime assignments for vacancies shall be based on last date worked and if a conflict should arise, seniority will decide the conflict.

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

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

7.3. "Time Worked" Defined: The following provision constitutes the understanding of the Parties with respect to defining time worked for the purpose of determining the number of hours required for overtime compensation eligibility.

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

7.4. Overtime Funding: Whenever funds are not available or upon mutual agreement between the Employer and the employee, non-exempt law enforcement employees who work authorized overtime may receive compensatory time off in lieu of overtime payment equal to one and one-half (1 1/2) the number of actual hours worked.

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

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

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

7.5. Return to Work:

7.5.1. Call Back: Non-exempt full-time employees called back to work without prior notice on the same day after once leaving work or before the next regular starting time, shall be guaranteed a minimum of not less than three (3) hours compensation.

7.5.1.1. Bargaining unit employees called back to work pursuant to 7.5.1. shall have the "hours worked" computed from portal to portal.

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

7.5.3. Forced Overtime: In recognition of the ongoing issue of forced overtime at certain state-run corrections facilities, the parties agree to establish a Task Force composed of not more than three (3) bargaining unit employees to be appointed by the unions representing those bargaining unit employees and five persons appointed by the Employer, at least three (3) of whom shall not be employees of the Department of Corrections. The purpose of the Task Force is to determine the cause or causes of forced overtime and to recommend remedies to be adopted by the parties.

Article VIII
HOLIDAYS

8.1. Eligibility: All full-time and part-time employees shall be entitled to all holidays prescribed by law or the chief executive with approval of council, provided the employee is on pay status on the employee's next regularly scheduled work day preceding and subsequent to the holiday, and employees shall be compensated as provided herein for work performed on these days.

8.2. Holidays Listed: The following days are holidays:

New Year's Day
Martin Luther King, Jr. / Civil Rights Day

President's Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas

8.3. Weekend Holidays:

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

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

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

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

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

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

8.5.3. **Application:** Requests for, and the granting of, shall conform to the pertinent requirements and standards set forth in Article 9.3.

8.5.4. **Denial of Application:** The employee may grieve a denial by the Employer of a requested floating holiday. The grievance shall be filed in accordance with the grievance procedure in the Agreement.

8.5.5. Payment of Accrued Time: Any employee who terminates for any reason shall be paid for all days earned, if not taken, under Article 8.5 if not taken.

Article IX
ANNUAL LEAVE

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

Continuous Years Worked	Days accrued per Month	Year	Maximum Accrual
0 thru 1	1	12	12*
2 thru 8	1 ¼	15	32
9 thru 15	1 ½	18	38
16 thru 20	1 ¾	21	44
21 plus	2	24	50

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

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

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

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

9.3. Application for Use:

a. The Employer agrees to accept properly executed leave applications within six (6) months of the first day of the period of leave being requested.

b. The Employer agrees to indicate approval or rejection of the requested leave within seven (7) calendar day after receiving a properly executed application for leave.

c. The parties agree that leave shall be granted at mutually agreeable times and the Employer agrees not to unreasonably deny leave requests.

d. To the extent possible, every employee will be afforded the opportunity to take two (2) consecutive weeks of accumulated leave at least once per calendar year. The Employer may direct employees to take at least one full calendar week of annual leave in a calendar year.

e. The Employer agrees to provide copies of leave requests to the requesting employee.

f. Nothing contained in this section or under the terms of the application for leave shall be construed as preventing the Employer from granting requested leave without a five (5) day notice.

g. An employee shall be granted leave on an emergency basis due to unforeseen circumstances. Verification of the emergency may be required by the Employer.

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

9.3.2. Civil Leave: An employee shall be granted civil leave without loss of pay or leave under either of the following conditions:

(1) When performing jury duty; or

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

(3) This provision shall not apply to subpoenas issued to an employee that are due in any way to that employee's outside employment.

Civil leave shall be granted to an employee on the day(s) the employee is scheduled to work regardless of whether the jury duty or the subpoena obligation and the work hours conflict. Such civil leave shall be granted in an amount equal to the time needed to perform the jury duty or the subpoena obligation, including travel time. An employee on civil leave shall surrender to the state any fees received for such activity, less mileage imbursement for use of the employee's own vehicle.

9.4. **Probationary Employees:** Employees with probationary and provisional appointments, unless they have permanent status, while accruing annual leave during the provisional and probationary period, shall be entitled to accrue and utilize such leave as earned with appropriate approval pursuant to section 9.3. No payment for accrued but unused annual leave will be made upon separation from employment within the first twelve (12) months of employment.

Transition: Employees who are in probationary or provisional status on the effective date of this Agreement, unless they have permanent status, shall be credited with the appropriate number of leave hours commensurate with their service and may utilize such leave with appropriate approval pursuant to section *9.3*.

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

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

9.7. **Blood Donations and Bone Marrow Registry Testing:** Full-time or regularly scheduled part-time employees shall not be unreasonably denied time off without loss of pay or leave for the purpose of making blood donations or undergoing bone marrow registry testing.

9.8. **Inclement Weather:** The Employer shall not arbitrarily or capriciously withhold approval of annual leave requested due to and during periods of severe inclement weather. When the Governor or his/her designee determines that inclement weather is severe enough to close or delay opening State offices, employees who are not already on leave and who are relieved of work due to such a determination, will not be charged leave for the period of closure. Employees who do report to work during periods of closure shall only be entitled to their normal rate of compensation and shall not receive additional leave or compensatory time.

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

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

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

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

9.13. Any full-time employee of the State who is a member of the National Guard or of a reserve component of the armed forces of the United States shall be entitled to military leave in accordance with the law, but in no event shall the employee be entitled to less than 15 days.

a. In time of armed conflict, members of the National Guard or Armed Forces Reserves who are assigned duties related to notification of next of kin, ceremonial or funeral details shall be released from their regular duties without loss of leave or pay. Such employees shall provide their supervisor with notice as soon as possible as to the date and expected duration of such assignments.

Article X
SICK LEAVE

10.1. **Accrual:** Full-time employees in the bargaining unit will be entitled to accrue sick leave in accordance with the formula given below. The purpose of sick leave is to afford employees protection against lost income from absences due to illness or injury and, in particular long-term disability due to catastrophic illness or injury. Sick leave is not intended to supplement other leave provisions of this Agreement and is intended to be used only for the purpose set forth herein. Sick leave shall be computed at the end of each completed month of service. Employees rendering seasonal or temporary service in excess of six (6) months, shall be entitled to accrue sick leave at the same rate for time actually worked. Sick leave shall be cumulative for not more than the prescribed days and shall not lapse.

Continuous Years Worked	Days Accrued per Month in Short Term Account	Maximum Short Term Account Accrual	Days Accrued per Month in Long Term Account	Maximum Long Term Account Accrual	Maximum Total Accrual
0 through 8	½ day	12	1 day	80	92
9 through 15	½ day	12	1 day	95	107
16 Plus	½ day	12	1 day	110	122

For all other employees, 1 day equals 8 hours.

10.1. (a) One and one half (1 1/2) sick days shall accrue to an employee for each calendar month worked and shall be allocated as follows:

1. One-half (1/2) day per month shall be credited to the employee's Short Term Sick Leave Account, accruable to twelve (12) days maximum.

2. One (1) day per month shall be credited to the employee's Long Term Sick Leave Account, accruable to the maximum indicated in 11.1.

10.1. (b)

1. Sick leave absences of up to three (3) consecutive work days shall be deducted from an employee's Short Term Sick Leave Account.

2. Commencing with the fourth (4th) consecutive day of sick leave absence, deductions shall be made against the employee's Long Term Sick Leave Account. In such cases the certificate provisions of 11.4 shall apply.

10.1. (c) When an employee's Long Term Sick Leave Account is exhausted, sick leave absences shall be deducted from any remaining accrual in the employee's Short Term Sick Leave Account.

10.1. (d) When an employee's Short Term or Long term Sick Leave Account reaches the maximum accrual, the one and one half (1 1/2) day monthly accrual shall be credited in whole or in part to the Account that has less than maximum. It is the intent of this provision that no employee shall lose any portion of his/her monthly sick leave accrual until both Accounts are at maximum.

10.1. (e) The sick leave balance accruing to an employee on the effective date of this agreement shall be credited first to his/her Short Term Sick Leave Account up to a maximum of twelve (12) days with the remainder to be credited to his/her Long Term Sick Leave Account.

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

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

Bonus leave accrued under this provision shall be earned for completed fiscal years only. Proration of bonus leave will occur for any retirement or reduction in force. Bonus leave is accrued in addition to any other maximums provided in this Agreement and shall be administered according to the provisions of 9.3.

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

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

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

Employees may carry forward up to 64 hours of bonus leave to be paid out at the time of separation or retirement at the employee's rate of pay at that time. Any bonus leave in excess of 64 hours must be used within 365 days of the date on which it was accrued or it shall lapse. Any bonus time on the books at the inception of this agreement shall remain to the employees' credit.

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

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

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

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

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

In addition to the five (5) days authorized above, an employee may utilize up to fifteen (15) days of sick leave per fiscal year for the purpose of providing care to an ill or injured family member who has an FMLA-qualified illness or injury and is "incapable of self-care" within the meaning of the FMLA. This leave shall not be counted as part of the employee's FMLA leave entitlement unless the family member is the employee's parent, spouse or child.

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

10.2.2. Family: For the purpose of administering Articles 10.2 and 10.2.1, family shall be defined as: Spouse, children, the minor or dependent children of the spouse, mother-in-law, father-in-law, parents, step-parents, step-children, step-brother, step-sister, foster child, grandparents, grandchildren, brothers, sisters, legal guardian, daughter-in-law, and son-in-law. This definition may be expanded to include other persons at the discretion of a requesting employee's supervisor on a case by case basis.

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

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

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

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

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

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

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

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

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

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

a. A request for additional sick leave shall be forwarded to the Bureau of Employee Relations by the employee or the Employer stating the reason(s) for the request and the amount of additional sick leave requested.

b. The Bureau of Employee Relations shall request a recommendation from the Employer of the requesting employee/agency. The recommendation shall be made known only to those who will act upon the request.

c. The request and recommendation shall be forwarded to the Labor Management Committee established by Article IV, Section 4.2, who shall approve or deny the request in whole or in part.

d. The response to the request shall be transmitted to the requester by the Bureau of Employee Relations.

e. If the request is approved, the Manager of Employee Relations shall direct the Employer to solicit donations from employees within the requesting employee's agency who wish to contribute unused sick leave up to the amount of the authorization. Contributed sick leave shall not be counted against time accumulations as provided in Article 10.1. If the request is not approved, no further action shall be taken by the parties or by the requesting employee or Employer on that request.

f. No request shall be approved for more than ninety (90) days, although nothing shall prohibit additional requests.

g. The supplemental sick leave program shall terminate upon the implementation of the short term disability program.

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

Article XI
Union Representation

11.1. **Stewards:** The Employer agrees to recognize the following number of Steward(s) duly authorized by the Union in accordance with the following schedule:

State Prison for Men	6
State Prison for Women	3
Northern Correctional Facility	4
Secure Psychiatric Unit	3
Community Corrections	3

11.1.1. The union has the right to assign additional steward positions to any new facility opened by the Department of Corrections.

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

11.3. **Use of Work Time:** The Employer shall authorize a reasonable amount of time during the regular working hours without loss of time or pay, and make reasonable adjustments to the Steward's workload, to permit the Steward to carry out their responsibilities in accordance with the provisions of this Agreement. The Union shall guard against the use of excessive time in handling such responsibilities. Each Steward, before carrying out his/her responsibilities in accordance with the provisions of this Agreement, shall first obtain the consent of his/her immediate supervisor, which shall not be unreasonably withheld. Upon entering a work area, other than their own, the Steward shall first advise the appropriate supervisor of his/her presence and specify the name(s) of the employee(s) to be contacted.

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

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

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

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

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

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

Article XII
SAFETY and HEALTH PROTECTION

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

12.2. Safety Committee: A Safety Committee composed of members representing full-time and regularly scheduled part-time employees and representing management within the bargaining unit or multiple bargaining units within the same location shall be established. The purpose of the committee shall be to develop programs of safety education, health protection and reasonable standards for compliance by both Employer and employee. Voluntary compliance will be sought initially to reduce injuries and lost workdays.

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

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

12.4. Access to Inoculations, Diagnostic Clinics: Full-time and regularly scheduled part-time employees shall be allowed reasonable time off from their duties without loss of time or pay in order to participate in inoculations or diagnostic clinics which are sponsored for public employees or authorized by the Division of

Public Health. Such time off must be approved by the immediate supervisor and not be unreasonably denied.

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

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

12.7. Training for Specialized Equipment: The Safety Committee shall establish guidelines that will insure the proper training for all full-time or regularly scheduled part-time employees who use unique or specialized equipment.

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

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

12.10. Facility Safety Committees: Each unit shall have a Safety Committee with equal numbers from management and labor. Labor representatives shall be appointed by the Union.

12.11. Response to Recommendations: The Employer shall provide, within thirty (30) days, a written response to the recommendations of the safety committee which indicates acceptance or rejection of the recommendations and the reasons therefore. An extension of thirty (30) days is permitted upon written notification to the Safety Committee. Unresolved issues shall be submitted to the Labor Management Committee for resolution according to a majority vote of its members. If the LMC is evenly split on an issue, the Union retains the right to submit the matter to arbitration under Article XIII, Section 13.5.

12.12. The Employer will make every reasonable effort to insure that the employee parking areas are properly plowed and/or treated prior to 7:30 a.m., in cases of inclement weather.

Article XIII
GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

a. All grievances regardless of step shall be filed electronically.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Daily fees will not exceed a mutually agreed upon amount, per day plus reasonable expenses;

b. Except in unusual cases one day of Arbitrator's study time will be allowed for each day of hearing;

c. The arbitrator will provide a hearing date within sixty (60) days of a request for hearing. If unable to do so, the Arbitrator's name will be placed on the bottom of the list and the next member will be appointed;

d. An arbitration decision shall be rendered within thirty (30) days of the close of the hearing.

13.6. General Provisions:

13.6.1. Sufficient Steps: Nothing in this Agreement shall prevent a grievance from skipping any particular step if it is apparent to the parties that the grievance must be addressed at a higher step in the process as long as the responsible person at the skipped step is copied on the petition to the higher step.

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

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

Article XIV
SEPARABILITY

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

Article XV
EMPLOYEE RECORDS and RIGHTS

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

15.1.1. Copies of Letters: A full-time or regularly scheduled part-time employee shall be provided with a copy of letters of complaint by a third party and letters of commendation at the same time such letters are placed in the personnel file.

15.1.2. Employment Recommendations: If requested, upon termination a full-time or regularly scheduled part-time employee will be advised of any recommendation for rehire which has been made a part of that employee's record.

15.2. Location of Files: Every employee shall be informed as to the existence and location of all personnel 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.

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

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

15.5. Disciplinary Investigations: A unit employee who is the subject of a disciplinary investigation shall be informed in writing when the investigation is complete and of the determination of the investigation.

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

15.7. Privacy: The Employer agrees to make every reasonable effort to counsel and/or reprimand full-time or regularly scheduled part-time employees in private and to limit discussion of any employee's problems by supervisors to essential parties.

15.8. Employee Permanent Status: Notwithstanding any rule to the contrary, an agency appointing authority may request approval from the Division of Personnel for permanent status for any probationary employee prior to the end of that

employee's probationary period but not sooner than six months following that employee's date of hire. This provision shall not apply to employees in positions for which a year-long training or evaluation period is required.

15.9. **Physical Fitness Testing:** The Employer agrees that the Physical Fitness Testing required by Police Standards and Training pursuant to Rule 404.07 shall be performed on work time. Required retesting due to an employee's test failure shall be scheduled on that employee's non-duty time without compensation.

Article XVI
NOTICES

16.1. **Notice to Union:** Whenever a written legal notice is required to be given by the State to the Union, such notice shall be given Teamsters Local 633.

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

Article XVII
WAIVER

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

Article XVIII
WAGES and BENEFITS

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

18.2. **Wages:**

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

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

18.2.2. Full-time and part-time employees shall be eligible to move to the sixth step after successful completion of two years at the fifth step. An employee shall be eligible

to move to the seventh step after successful completion of two years at the sixth step. An employee shall be eligible to move to the eighth step after successful completion of three years at the seventh step. For the purposes of this section, successful completion means that an employee shall have received satisfactory annual performance evaluations for the period. The waiting periods specified herein shall not apply to, and an increment date shall not be adjusted for, promotions and reallocations resulting in a higher labor grade.

18.2.3. All salaries for classified bargaining unit employees shall increase 1.50% effective July 12, 2013 and shall be paid in accordance with the salary schedule contained in Appendix A.

18.2.4. All salaries for classified bargaining unit employees shall increase 2.25% effective July 11, 2014 and shall be paid in accordance with the salary schedule contained in Appendix A.

18.2.5. All salaries for classified bargaining unit employees shall increase 2.25% effective January 9, 2015 and shall be paid in accordance with the salary schedule contained in Appendix A.

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

18.3.1. Direct Deposit: All bargaining unit employees shall be paid by direct deposit.

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

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

18.4. Travel Reimbursement:

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

18.4.2. Reimbursements and Advances: The Employer agrees to reimburse all full-time and part-time employees for valid travel expenses within fifteen (15) working

days of the date the employee submits to the Employer a properly completed travel expense voucher. The Employer agrees to treat travel reimbursement requests with the same priority as payroll.

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

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

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

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

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

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

b. **Out-of-State Travel:** When associated with State business, employees shall be reimbursed for meals at rates consistent with the General Services Administration (GSA) Travel Per Diem Rates, in effect at the time of travel, without a receipt.

c. The Employer may also authorize meal reimbursement for an employee who is required to work beyond his/her regularly scheduled hours or who requests to attend an official function, banquet, dinner, or meeting associated with a meal, provided that authorization is given in advance and in writing. The Employer shall not require an employee to attend an official function, banquet, dinner, or meeting associated with a meal if reimbursement is not authorized.

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

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

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

18.6. Uniforms: If an employee is required, by the Employer, to wear a uniform, such uniform shall be issued to the employee.

18.7. Access to Rules and Regulations: All full-time and part-time employees shall have available to them all rules, regulations and directives relative to the department by which they are employed.

18.8. Health Insurance:

18.8.1. The Employer shall make available to employees and their dependents a Network health benefit plan (i.e. HMO) and a Point-of-Service (i.e. POS) health benefit plan, both with site-of-service components. An employee's eligibility and opportunity to elect available health care options shall be in accordance with the "Benefits Highlights" set forth in Appendix F and G and the enrollment conditions of the respective plans. Appendices F and G are incorporated by reference into the health provisions of this Agreement. The Employer shall make available a complete listing of site of service providers and shall keep the listing current.

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

The level of benefits, cost-sharing, dependent coverage and Employer premium contributions, of the HMO and POS health plans offered under this provision shall be in accordance with the following provisions and with the specifications for a competitive bid.

a. All employees who subscribe in either the HMO or the POS plan shall pay $30.00 per pay period for employee only coverage, $42.00 per pay period for two-person coverage, or $52.00 per pay period for family coverage.

b. The HMO plan design shall be as described in Appendix F. Additional benefits, terms of coverage, exclusions and limitations not described in and not inconsistent with Appendix F shall be comparable to those set out in the Benefits Booklet for active state employees in effect on the day preceding the effective date of this agreement. The office visit co-payments for the HMO Plan shall be $15.00 per visit for Primary Care Physicians and $30.00 per visit for Specialists. A $100.00 per occurrence co-payment shall apply to emergency room services which shall be waived if the person for whom the service is provided is admitted, $50.00 per occurrence co-payment shall apply to urgent care services and $30.00 per occurrence co-payment shall apply to walk in centers.

c. The POS plan design shall be as described in Appendix G. Additional benefits, terms of coverage, exclusions and limitations not described in and not inconsistent with Appendix G shall be comparable to those set out in the Benefits Booklet for active state employees in effect on the day preceding the effective date of this agreement. The office visit co-payments for the POS Plan shall be $15.00 per visit for Primary Care Physicians and $30.00 per visit for Specialists. A $100.00 per occurrence co-payment shall apply to emergency room services which shall be waived if the person for whom the service is provided is admitted, $50.00 per occurrence co-payment shall apply to urgent care services and $30.00 per occurrence co-payment shall apply to walk in centers.

d. Subscribers in either the HMO or POS plans shall be eligible to participate annually in a health reimbursement arrangement established by the Employer, upon annual completion and proper submission of the health risk appraisal provided for under the respective plan. The arrangement shall provide funds for the payment of any out-of-pocket costs associated with health care services, to include reimbursement for deductibles incurred and products obtained under the health plan, including vision exams and eyewear, up to the amount of $200.

f. The Employer shall provide coverage under the health plans consistent with Chapter 321 of the Laws of 2006, and known as Michelle's Law and codified in RSA 415.

g. Utilization of Cost-effective Providers. The Employer shall provide a voluntary employee incentive program that offers taxable cash payments to employees who utilize cost-effective health care providers. The Employer shall consult with the Association regarding the design and implementation of the program. This provision shall remain in effect until it can be shown that it is no longer effective as a cost-saving measure or until the plan administrator ceases to administer the program.

h. Health Promotion. Effective January 1, 2014, the Employer shall provide a voluntary employee incentive program that offers taxable cash payments not to exceed $300 per employee per calendar year to employees who participate in health promotion activities and programs offered by the Employer. The Employer shall establish the specifics of the programs through the Health Benefit Committee. This provision shall expire on June 30, 2015 unless mutually agreed otherwise by the parties. All approved vendors contracted with the health plan administrator shall be permitted to provide services on state premises for employees.

i. Prescription Drugs – The prescription drug plan shall include the following:

1. Mandatory Mail Order for Maintenance Drugs after three (3) retail purchases per prescription, with employee opt out.
2. Mandatory Generic Substitution with DAW 2 (i.e., the only exception is physician ordered "Dispense as Written")
3. Co-payments:
   a. Retail Co-payments - $10 for each generic medicine/ $25 for each preferred brand name medicine/$40 for each non-preferred brand name medicine.

   a. Mail Order Co Payments - $1 for each generic medicine/ $40 for each preferred brand name medicine/$70 for each non-preferred brand name medicine.

4. Exclusive Specialty Pharmacy
5. Traditional Generic Step Therapy
6. Quantity Limits
7. Pharmacy Advisor
8. Maximum out of pocket expenses shall be $750.00 per individual per calendar year and $1,500.00 per family per calendar year.

j. A Smoking Cessation Program will be maintained.

k. Coverage shall be provided for dependents to age twenty-six (26).

l. Employees shall participate in working rate suspensions carried out by the Department of Administrative Services. Employee "premium" contributions shall be treated the same as other sources of revenue into the employee benefit risk management fund for purposes of the working rate suspension.

m. A bargaining unit employee who is laid off and who elects to continue on the health plan shall not be required to submit a contribution for coverage for the first three months following lay off if the laid off employee is not eligible to retire and receive post-retirement benefits under RSA 21-I:26-36 or RSA 100-A:52-55, and is not eligible to receive medical or

healthcare coverage under another employer, as the spouse of a person covered under the plan of another employer, or the state plan as the spouse of a state employee. This provision shall expire on June 30, 2015.

n. No individual may be covered as a dependent of more than one employee and no employee can be covered as both an employee and as a dependent.

o. Site of Service Locations: As Site of Service locations are added they will be added to the list of accessible locations.

1. Ambulatory Site of Service Locations: Any deductible for outpatient ambulatory surgery center services will be waived or reimbursed for employees and their family members who live and receive these services more than 45 miles* from an Ambulatory Site of Service location. This section shall expire when Ambulatory Site of Service locations are established throughout the State so that no employee or family member must travel more than 45 miles, as the crow flies, from their town/city of residence for Ambulatory Site of Service locations.

2. Laboratory Site of Service Locations: Any deductible for outpatient laboratory services will be waived or reimbursed for employees and their family members who live and receive these services more than 45 miles* from a laboratory Site of Service location. This section shall expire when Laboratory Site of Service locations are established throughout the State so that no employee or family member must travel more than 45 miles, as the crow flies, from their town/city of residence for Laboratory Site of Service locations.

3. For purposes of this section statewide coverage shall be defined such that no member must travel more than 45 miles, as the crow flies, from their town/city of residence to access a Site of Service location. The determination of the existence of statewide coverage of Site of Service locations for all employees and waiver/reimbursement process shall be made by mutual agreement of the State and the unions represented at the Health Benefits Committee.

4. Employees or their family members who live or receive services outside the State of New Hampshire are subject to the deductibles if they do not go to a Site of Service location.

5. This provision shall take effect on January 1, 2014.

*Source of reference: NH Code Administrative Rules PART Ins 2701.06 (d) (1) (c)

18.8.2. Health Benefit Committee: There shall be a health benefit committee composed of seven members appointed by the Employer, four members appointed by Local 1984 of the Service Employees International Union (Association), one member appointed by the New England Police Benevolent Association (NEPBA), one member appointed by the Teamsters Local 633 (Teamsters) and one member

appointed by the NH Troopers Association (Troopers). One Association appointee, chosen by the Association, shall be placed on the evaluation teams responsible for scoring the responses to the Employer's solicitations for health plan administrators, dental plan administrators and pharmacy benefit plan administrators. The Association appointee shall agree to be bound by RSA 21-I: 13-a, II and any other confidentiality obligation as may be imposed on the Employer.

a. The purpose of the committee is: (1) to work with the Employer on all issues related to the purchase and administration of health benefit plans authorized or required by this agreement; and (2) to make recommendations to the Employer for changes in benefit design, utilization management, and/or provider payment policies that will preserve the continued viability of the health plan by limiting the growth in claims costs while improving the quality of care, including, but not limited to, recommendations concerning health education, wellness incentives, incentives to utilize "centers of excellence" or more efficient providers, preventive medical services, case management, disease management, high-risk intervention, aligning provider payment policies with quality improvement, and providing consumer information on treatment alternatives and provider cost-effectiveness.

b. The Employer shall make available to the committee such expert advice and assistance as is reasonably necessary to accomplish its mission and the committee shall be entitled to receive any information relevant to its mission which does not violate Federal or State individual privacy rights or is not deemed to be confidential by law.

c. The Employer shall consider the reports and recommendations of the committee on issues related to the purchase and administration of the health benefit plan before making final purchasing decisions, provided that the reports and recommendations are timely filed. Nothing contained in this section shall prevent the Association's representatives on the Committee from contacting the Governor and Executive Council members about any health benefit vendor contract subject to any non disclosure agreement or statutory disclosure prohibition. The Department of Administrative Services shall notify the Association's Committee representatives of its intent to place such contract onto the Governor and Executive Council agenda by providing a copy of the contract to be submitted as many days in advance of the specific meeting at which it intends to bring forward such contract for Governor and Executive Council approval as is permitted by law.

d. The Employer shall consider the reports and recommendations of the committee on issues related to claims costs and quality of care before making proposals for health benefit plan changes in renegotiation of this Agreement, provided that the reports and recommendations are filed by July 1 of even-numbered years.

e. The Committee shall meet at least monthly unless mutually agreed otherwise.

f. The Employer, the Association, the NEPBA, the Teamsters and the Troopers shall receive a copy of any report or recommendations prepared by the Health Benefit Committee.

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

a. The committee shall also develop annual recommendations to the Commissioner of Administrative Services for current retiree health plan design changes that ensure the long-term sustainability and provision of the retiree health benefit.

b. The Employer shall make available to the committee such expert advice and assistance as is reasonably necessary to accomplish this duty.

18.8.4. Short Term Disability Income. Effective January 1, 2014, the Employer agrees to provide Short Term Disability Income (STD) benefits providing replacement income for full-time Employees who through non-occupational Illness or Injury become Totally Disabled and are unable to perform the duties of their occupation. Specific conditions and benefits are in accordance with Appendix H.

a. The employees Accrued Annual Leave may be used by the employee to offset any reduction of the weekly benefit up to 100% of Weekly Base Earnings.

b. An employee who is absent under this provision shall continue to have health and dental benefits paid, and shall not have seniority, increment, longevity or leave accrual dates changed. Actual leave accrual will resume on the employee's return to work.

18.8.5. Health Insurance Exploratory Committee: The parties agree, in recognition of the ongoing challenge of assessing health insurance options, to establish a Task Force composed of not more than five (5) bargaining unit employees to be appointed by the union and five persons appointed by the Employer. The purpose of the Task Force is to review healthcare options for unit employees to determine the feasibility of having unit employees enroll in a plan outside the State's current health plan offering. The task force will begin meeting as soon as possible, but no later than September 1, 2013. The parties may re-open negotiations to issues related only to healthcare matters.

18.9. Term Life Insurance: Effective January 1, 2014, Unit Employees shall be provided with group term life insurance of $25,000.

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

18.12. Shift Differentials:

Shift differential is additional compensation intended to recognize time worked outside of day shifts and on weekends. Employees shall receive shift differential under the following conditions:

a. employees who are regularly assigned to work during the shifts as defined below in 18.12.2., 18.12.3 and 18.12.4. will be paid the appropriate shift differential.

b. institutional employees who commence work or work overtime on a shift different from the one to which they are regularly assigned and work a minimum of four (4) hours on that shift, shall be paid a shift differential appropriate to the shift on which the work is performed. No employee working on a shift that is different from their normally scheduled shift shall see a reduction in the shift premium they regularly receive.

c. shift differential paid for regularly assigned shift work will apply to hours for paid time off. Shift differential must be included in the regular rate for the purpose of calculating overtime compensation.

18.12.1. Exclusion: Shift differentials will be paid to all appropriate full-time and part-time Unit Employees.

18.12.2. Second shift: work commencing any time at/or after 2:00 p.m. or before 7:00 p.m. - increase of sixty ($0.60) cents/hour over base pay.

18.12.3. Third shift: work commencing any time at/or after 7:00 p.m. or before 3:00 a.m. - increase of seventy-five ($0.75) cents/hour over base pay.

18.12.4. Institutional Weekend Differential: All full-time and part-time unit employees who work on a shift which commences from 11:00:00 pm Friday night to

10:59:59 pm Sunday night shall receive a weekend differential of one dollar ($1.00) per hour for all hours actually worked on that shift.

18.13. Dental Insurance: Full-time employees, spouses and their dependents, shall be provided with dental benefits, which shall be paid in full by the Employer with the exception of an employee per pay period contribution. The level of benefits shall be as described in Appendix D. Additional benefits, terms of coverage, exclusions and limitations not described in and not inconsistent with Appendix D shall be comparable to those set out in the Dental Plan Description for active state employees in effect as of June 30, 2007.

The per pay period contribution shall be:

Employee	$1.00
Employee +1	$2.00
Family	$3.00

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

Part-time employees shall receive dental insurance benefits where applicable by law.

18.13.1. No individual may be covered as a dependant of more than one employee and no employee can be covered as both an employee and as a dependant.

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

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

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

a. The first day of the pay period following written notification by the Director or the Director's designee of the decision if less than 90 days from filing; or

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

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

18.17. Mothers' Health Care: The Employer, when feasible, shall provide a private area and sufficient time for full-time or regularly scheduled part-time employee postnatal mothers to tend to lactation needs.

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

18.19. Payroll Confidentiality: The Employer agrees that full-time or regularly scheduled part-time employee pay checks, pay stubs, and payroll advice forms shall be distributed in a manner which maintains the confidentiality of personal and payroll information. Maintenance of confidentiality shall not, however, be interpreted so as to hinder the normal functioning of the payroll system, or to limit access to personal and payroll information by employees whose job function requires such access.

18.20. Equipment Replacement: The Employer shall not charge any full-time or regularly scheduled part-time employee for repair/replacement of any issued equipment if loss or damage occurred in the normal performance of the employee's assigned duty.

18.21. Rights at Lay Off: A bargaining unit employee who has ten (10) or more years of continuous full-time state service who receives a notice of layoff shall be entitled to displace (bump) another employee within the same division under the following conditions:

1. The employee receiving the notice of layoff notifies the Employer of the intent to bump an employee within the same division within five (5) working days of receipt of the notice of layoff; and,
2. The employee who is to be bumped has less than ten (10) years of continuous full-time state service and is in a position with a lower salary grade; and,

3. The employee receiving the notice of layoff and wishing to bump an employee within the same division is certified by the Employer as qualified for the position of the employee who is to be displaced.

4. An employee who receives a notice of lay off and fails to notify the Employer of intent to bump another employee within the same division within the five (5) working days shall lose the right to bump.

Article XIX
TRAINING and EDUCATION

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

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

Article XX
DURATION and REOPENING

20.1. Duration: This Agreement as executed by the Parties is effective July 12, 2013 and shall remain in full force and effect through June 30, 2015 or until such time as a new Agreement is executed.

20.2. Renegotiation: Renegotiation of this Agreement will be effected by written notice by one Party to the other not later than October 18, 2014 or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after the receipt of such notice.

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

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

repealed, the domestic partner provisions in this agreement shall be reinstated upon the effective date of such repeal.

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

Article XXI

MISCELLANEOUS

21.1. All Unit Employees of the prisons and Secure Psychiatric Unit who-qualify shall receive hazardous duty pay as prescribed by statute.

21.2. The administration shall provide each U*nit Employee* the following uniform items as a basic issue:

Three (3) short-sleeved shirts during the first year of employment
Five (5) short-sleeved shirts after the first year of employment
Three (3) pair of uniform pants during the first year of employment
Five (5) pair of uniform pants after the first year of employment
One (1) coat (year-round weight)
One (1) sweater
One (1) uniform cap
One (1) uniform badges
Required chevrons and insignia
One (1) pair hinged handcuff and holder (case)

Wet and cold weather gear shall be made available for on-the-job use by employees who regularly work out doors.

The Employer shall replace state - issued items, which are damaged or become worn as a result of employment. Wash and wear items may be laundered and pressed at the prison.

Other uniform items may be added or replaced as approved annually by the Employer after review of submitted recommendations by an established uniform committee. A boot allowance in the amount of ($50.00) will be paid out to each full-time permanent uniformed employee each fiscal year. The employee will have the option to have the allowance paid through the payroll system if the

employee's request for reimbursement does not total $50.00.

The Employer will have the uniform coat (year round weight) dry cleaned once year.

21.3. A uniform committee shall be established to review uniforms. There will be at least two (2) union representatives on the committee. The purpose of this committee is to discuss the uniform and make any needed recommendations to upgrade the uniform allotment. The Committee will develop recommendations for review and presentation to the Commissioner annually, if necessary. The Commissioner agrees to reply to the recommendations within 60 days from the date the report is submitted.

21.4. Unit employees may grow and maintain a mustache and other facial hair in accordance with rules adopted by the Employer.

21.5. The Warden and his/her designee agree to meet with the Business Agent of Local 633 and the unit Stewards upon the request of the Local's Business Agent at a mutually agreeable time.

21.6. The Employer shall make reasonable attempts to provide potable drinking water, flush toilet facilities' in proper working order, and hand cleaning materials for all tower posts and units where permanent staff are assigned. This shall include capital budget requests where appropriate.

21.7. The Employer shall provide meals to prison and SPU staff members under the following conditions:

a. to an officer upon completion of at least four (4) hours overtime either immediately before or after a scheduled tour of duty.

b. to an officer in each dining room during each feeding for the purpose of quality assurance and reporting.

c. to officers on duty in the Special Housing Unit for quality assurance and reporting.

d. to officers assigned to towers, outside security posts, and inmate details outside the prison walls when security considerations dictate that relief for other meal arrangements is not practical.

21.8. Job specifications of all positions at the Secure Psychiatric Unit will be made available for all personnel working at SPU for all three (3) shifts.

21.9. **Vacancies:** The Employer shall post all vacancies throughout the bargaining unit. All postings shall identify the vacancy's assignment, location, shift, and days off

if they are known.

21.10. Transfers: All lateral transfers shall be posted by the Employer for not less than seven (7) calendar days. Selection of employees for transfer shall be from responses to the posting and shall be made on the basis of seniority within the Department of Corrections. In the event that the most senior employee is not selected, specific performance based reasons for the non-selection of all senior employees passed over shall be made in writing to such employee(s) by the person making the selection. This written notice to employees not selected, including the reasons for the non-selection, shall be completed within ten (10) work days.

In determining "seniority within in the Department of Corrections", full credit for service shall be given to employees in the Secure Psychiatric Unit (SPU) who were moved into the Department of Corrections by the statutory reorganization, which moved the SPU from the Department of Health and Human Services to the Department of Corrections.

21.10.1. The Employer shall provide three (3) months written notice to any unit employee who is to be transferred involuntarily to a location fifty (50) miles or more from Concord.

Lateral Transfers

21.10.2. Lateral Transfers shall be posted department-wide and are defined as movement within the same classification from one defined post or specific location to another within the Department of Corrections that is not temporary. This applies to all Department of Corrections bargaining unit positions. This posting will contain the facility, shift, days off, post or assignment, specific location, and assigned duties.

Temporary shall be defined as any assignment that is less than sixty (60) calendar days in duration.

Example of posting:

NHSP-M, 1st shift, Saturday, Sunday days off, Hancock Building, Correctional Officer

NCF, 3rd shift, Wednesday, Thursday days off, B Building, CCU North, Corporal

NHSP-W, 1st shift, Saturday, Sunday days off, Transportation, Correctional Officer

Shea Farm, 1st shift, Friday, Saturday days off, Interior, Correctional Officer.

21.10.3. In the event that the Lateral Transfer increases the allocated staffing level for that facility, the least senior employee in that classification at that facility may be reassigned at the discretion of the Commissioner or designee. The affected employee shall be notified in writing of the reassignment at least three (3) weeks prior to the actual effective date of the reassignment, or three (3) months prior to the actual effective date if the transfer is involuntary and is to a location fifty miles or more from Concord.

21.10.4. **Specific Performance-Based Reasons – Non Interview:** Specific performance-based reasons are defined as reasons that impact the selection of the most senior employee after review of the most annual evaluation and/or any formal disciplinary action that occurred within one year of the date of the posting.

Specific Performance-Based Reasons – Interview: Specific performance-based reasons are defined as reasons that impact the selection of the most senior employee after review of the knowledge, skills, and abilities for the posted position; the most recent annual evaluation and /or any formal disciplinary action that occurred within one year of the date of the posting.

21.10.5. **Probationary Employees:** Probationary employees would only be eligible for a lateral transfer after they successfully complete the Corrections Academy, FTO Training Program, and any other required training. The employer will take all reasonable steps to provide this required training within the first year of employment. If the employer cannot provide the necessary training within the 1st year employees will be eligible for Lateral Transfer.

21.10.6. **Interviewed Positions:** Any position that requires specific knowledge, skills and abilities that differ / exceed the standard duties and assignments for similar positions of the same classification may be subject to an interview. All positions that are subject to an interview shall be listed on a formal document and signed by the employer and the Union.

21.10.7. **Temporary Reassignment:** The Employer may temporarily reassign an employee(s) at the employee's request. Temporary reassignments shall be for a sixty (60) day period unless the Employer and the employee agree to extend the time limit. At the conclusion of the time limit, the employee shall return to his / her previous assignment.

21.11. Investigation of Employees: Any unit employee against whom a complaint is made from any source shall be afforded, as a minimum, the following rights:

a. In every case when the Employer determines that an investigation of the facts or circumstances behind the complaint is to be undertaken, the employee shall be so notified in writing within fourteen (14) work days. Notification shall include the reason(s) and / or cause(s) for the investigation.

b. The agency head or designee shall inform the subject employee bi-weekly or more often in writing or by email as to the status of the investigation and probable date of completion.

c. All investigations shall be completed and the final report thereof shall be filed with the Commissioner within forty-five (45) work days. This deadline may only extended by the Commissioner and then only for exceptional reasons. Notice of any extension shall be in writing to the employee before the expiration of the 45-day period, and shall include all of the reasons for the extension and its duration.

d. During any investigation the employee shall retain his / her current status, schedule, assignment, and like rights unless the Commissioner determines that, for the good of the complainant or of the employee being investigated, the employee should be removed from his / her current status, schedule, assignment, etc. In such a circumstance, every possible effort shall be made to keep the employee on the same shift and the same regular days off.

e. In all cases where the investigation determines that the allegation(s) in a complaint are unfounded, all reports and documents pertaining thereto shall be labeled as "UNFOUNDED" then sealed and stored by the Commissioner separate from the employee's personnel records and files.

f. Any transfer or reassignment undertaken pursuant to sub-section "d" above shall immediately and completely reversed upon a determination that a complaint was unfounded.

g. For the purposes of this provision, an investigation is defined as an inquiry into an allegation or allegations against a unit employee which, if founded, could possibly result in serious discipline including suspension without pay and dismissal.

h. In the event that a bargaining unit employee is suspended from duty all benefits as described within this Agreement shall remain in effect as provided below:

1. All persons suspended without pay shall maintain their medical and dental benefits during the suspension.

2. All persons suspended with pay or placed on Administrative leave shall maintain their medical and dental benefits.

3. If reinstated, seniority, eligibility for step increases and creditable service toward retirement shall be restored for the period of suspension without pay.

4. In all cases any person suspended shall be afforded their due process under law, statute, policy, rules and/or procedures.

21.12. Vehicle Safety: Any employee who reasonably believes that a state vehicle is unsafe has an obligation to refuse to operate that vehicle and to report the reason(s) to the appropriate authority.

21.13. Bulletin Boards: The Union shall have the right to use a reasonable portion of any bulletin board in each unit, consistent with the requirements for posting and content set forth in Article III, Section 3.1. of this agreement.

21.14. Employee Rights: With respect to bargaining unit employees of the Department of Corrections, the Employer will neither engage in nor permit any restriction of the right of employees to:

a. express personally held views or opinions in any forum consistent with the U.S. Constitution and RSA 98-E;

b. legally assemble;

c. participate in demonstrations of personally held views or opinions;

d. be free from visual, photographic, audio, and / or video recoding or surveillance by the Employer, caused by the Employer, permitted by the Employer, or any of its agents, of any personal, union-related, or other non-work activity;

e. be free from discriminatory, harassing, or suppressive actions or omissions under the guise of management prerogative, management right, work assignment, or scheduling assignment.

21.15. DOC Educational Funding Committee

21.15.1. Composition: The ongoing Committee will be made up of six people, consisting of three members of the Employer and three members of the Union.

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

21.15.3. Purpose:

a. To research and establish educational funding and /or discount agreements on tuition of under graduate or graduate level courses at any of the state educational institutions administered by the Department of Post Secondary Vocational-Technical Education and / or the University System of New Hampshire. This provision applies to career-related courses and /or programs.

b. The Committee shall investigate funding sources and procedures for approving funds for education and training through the Executive Council and / or any other applicable source of state training revenues and to make recommendations of these findings to the Commissioner of Corrections for equitable distribution of funds throughout the Department of Corrections.

21.15.4. Publish: The Committee findings will be posted and distributed throughout the Department of Corrections using news letter, briefing items and bulletin boards.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract on the 15th day of July, 2013.

Margaret Wood Hassan, Governor
State of New Hampshire

Jeffrey Padellaro
Business Agent
Teamsters Local 633

Matthew Newland, Chair
State Negotiating Committee

David Laughton
Secretary/Treasurer
Teamsters Local 633

Tom Manning,
Assistant Secretary of State

Kevin Foley
Business Agent
Teamsters Local 633

Sara Willingham
Deputy Director of Personnel
Department of Administrative Services

Stephen Sullivan, Local 633
Bargaining Committee

Kevin O'Brien
Chief of Policy and Planning
Department of Safety

Glenn Bergeron, Local 6333
Bargaining Team Member

Katja Fox
Health Program Specialist
Department of Health and Human Services

Ann Wrenn, Local 633
Bargaining Team Member

Mike Wilkey
Director Compliance and Consumer Services
Department of Insurance