

***COLLECTIVE BARGAINING
AGREEMENT***

between the

STATE OF NEW HAMPSHIRE

and the

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

New Hampshire State Corrections Supervisors

**2023 – 2025
AMENDED**

PREAMBLE

COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into between the State Employees' Association of New Hampshire, SEIU Local 1984 New Hampshire State Corrections Supervisors hereinafter referred to as the "Association", and the State of New Hampshire, hereinafter referred to as the "Employer", collectively referred to hereinafter as the "Parties". It is the intent and purpose of the Parties to this Agreement to promote and improve the efficient administration of the State of New Hampshire and the well-being of the classified employees within the meaning of New Hampshire Revised Statutes Annotated 273-A, to establish a basic understanding relative to personnel policy, practices, and procedures and matters affecting conditions of employment with respect to which the Employer is empowered to negotiate, and to provide a means of amicable discussions and adjustment of matters of mutual interest. In consideration of the mutual covenants herein set forth, the Parties hereto intending to be bound hereby agree as follows:

Department of Corrections Supervisors' Unit,

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

Article I

RECOGNITION and UNIT DESCRIPTION

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

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

1.3 Association: Reference to the "Association" as exclusive representative of the employees, means the state organization of the State Employees' Association of New Hampshire, SEIU Local 1984, as appropriate under the authority of RSA 273-A, and the Employer shall have no obligation to bargain with and shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representative for such purposes. Further references to the Association in this Agreement means the State Employees' Association of New Hampshire, SEIU Local 1984, as appropriate under the authority of RSA 273-A.

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

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

1.6. Full-time employees shall be entitled to all the rights and benefits provided by this Agreement. Part-time employees, who are employed on other than a seasonal, irregular, or on-call basis, shall be entitled to all the rights and benefits provided by the Articles of this Agreement that specifically reference part-time employees.

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

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

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

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

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

Article III ***ASSOCIATION RIGHTS***

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

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

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

These reports shall include, at least, the following:

- employee's name
- employee's home address for Association members only
- employee's work e-mail address if applicable
- employee's state identification number
- employee's payroll number
- employee's labor grade and step
- employee's salary schedule
- employee's business address
- employee's job classification
- employee's date of employment
- employee's adjusted seniority date

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

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

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

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

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

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

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

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

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

3.6. **Administrative Leave:** SEA members shall be allowed a cumulative total of sixty (60) days off per contract year without loss of time or pay for the purpose of attending meetings, conventions or conferences relative to labor relations or Association affiliations. Time off shall be limited to five (5) days per member for each such request. All requests shall be submitted to, and approved by, the Bureau of Employee Relations for timely notification to the Employer that the leave has been approved and shall be awarded.

3.6.1. The time limits set herein shall be extended by mutual agreement between the Employer and the Association. The Association shall reimburse the Employer for the prorated wage and benefit cost for each applicable member.

3.7. Paid Union Quadrennial Leave: The Employer shall grant five (5) working days of paid union quadrennial leave to One (1) duly elected representatives of the Association to the quadrennial convention of the Service Employees International Union. The Association shall provide the Employer with not less than sixty (60) days' notice of the dates for this leave and the name of the elected representative.

3.7.1. Bargaining Work Time: The employer shall approve reasonable preparation time, not less than one day per week, during even-numbered years beginning September 1st until negotiations begin for five (5) members of the Association's bargaining team.

3.7.2. Once contract negotiations begin, the employer shall permit five (5) members of the Unit's bargaining team to attend contract negotiations not less than two (2) days per week.

- The Employer shall provide written notice of the agreed upon negotiation schedule to the agency of the Association's bargaining team members.
- In the event that negotiations are postponed, cancelled, or end before the mutually agreed upon time, the employer shall permit the Association's bargaining team to utilize the scheduled time to complete outstanding bargaining tasks or for additional bargaining preparation when necessary.

3.7.3. Time spent during bargaining under Articles 3.7.1. and 3.7.2., shall be considered time worked.

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

3.9. Executive Board Leave: The Employer shall authorize up to forty-eight hours per year per person per fiscal year without loss of time or pay for Executive Board Members for the purpose of attending meetings of the Executive Board. 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 Employee orientation within thirty (30) calendar days of promotion. The orientation may be presented in written form, by video, in person or by any combination of presentation methods.

3.10.1. The Employer shall:

- a. Inform employees that the Association is the exclusive representative of all unit employees and distribute informational packets provided by the Association to newly promoted employees; and
- b. Allow the Association to make a presentation. The presentation may be up to one half hour in duration and shall be conducted by an Association staff person. The Employer shall allow an Association staff person access to all new unit employees for up to one half hour at the convenience of the Employer within thirty (30) calendar days following the promotion.

3.11. **President's Leave:** In addition to the leave granted in Article 3.9, the President of the New Hampshire State Corrections Supervisors shall be granted an additional 40 hours of leave per fiscal year for exigent circumstances as determined by the Executive Board. Such leave shall not be unreasonably denied by the employer.

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

Article IV ***CONSULTATION and LABOR MANAGEMENT COMMITTEE***

4.1. Consultation:

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

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

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

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

4.1.5. **Attendees:** An Association staff member shall represent the bargaining unit alone, or with not more than five (5) employees. The Association will state the names and work areas of the employees, if any, who are to attend the meeting. Representatives of the Employer shall meet with the Association representatives. The Manager of Employee Relations will attend such consultations whenever feasible providing that his/her attendance may be specifically requested and complied with by notice of either the Association or the Employer.

4.2. Labor Management Committee:

4.2.1 **Departmental Labor Management Committee:** It is mutually agreed that fostering open communication about policy and other matters related to the employment situation is desirable. The Departmental Labor Management Committee shall be established and maintained by mutual consent of the parties. The Departmental Labor Management Committee may be dissolved by

advance notice of one party to the other. The composition of the Departmental Labor Management Committee, its agenda and the frequency of its meetings shall be decided by the Committee.

Article V
DUES CHECK-OFF

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

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

5.3. Dues Change: When Association members vote for a change in Association dues which necessitates a modification of payroll deductions and the Association wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the Comptroller of the State of New Hampshire, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary of the Association with Corporate Seal.

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

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

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

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

Article VI
BASIC WORK WEEK

6.1. Basic Work Week:

6.1.1. The Basic work period for all permanent Uniformed Correctional Supervisors Sergeant and above, 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 be required to report ten (10) minutes prior to the scheduled start of the unit employee's shift.

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

6.3. Meal Periods: Every employee shall receive a lunch period of not less than one half hour nor more than one hour. Such lunch periods shall not be considered working time. However, exceptions to this provision may be made upon mutual agreement of the employee and the Employer.

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

6.5. Flexible or Alternative Schedules: Nothing in the Agreement shall prevent the Employer and an employee, or group of employees, with the prior notice to and approval of the Parties, from mutually agreeing to flexible or alternative work schedules. This shall include "Baylor" plan type schedules at direct care institutions. Employees shall have the right to request a flexible or alternative schedule and to receive a timely response from the Employer.

Article VII ***OVERTIME FOR CORRECTIONS SUPERVISORS***

7. Overtime Distinctions: For purposes of this article All Corrections Supervisors (Sergeants, Lieutenants and Captains) covered under this agreement will be classified as non-exempt law enforcement employees.

7.1. Overtime Rates: Employees, in recognition of their off-duty availability, shall receive wages equal to the wages listed for their respective position in Appendix A plus twenty percent (20%) as indicated in Appendix C. The 20% additions to wages are in lieu of any compensation for recall status and the Parties agree that employees covered by this provision are expected to be available for return to duty during off-duty hours when notified of the expectation.

- a. The maximum hours agreed to for employees is eighty (80) hours in a fourteen (14) consecutive day period

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

- a. Subject to b., below, all Corrections Supervisors (Sergeants, Lieutenants and Captains) shall be entitled to time and one-half of compensation for each hour of overtime worked.

b. Unit employees shall be entitled to two times the regular rate of compensation for each hour of overtime worked beyond 80 hours until:

(1) Staffing levels at the N.H. State Prison for Men (NHSP-M) reach 90% of the level recommended in the 2012 report of the Legislative Budget Assistant which is three hundred thirty three (333) personnel of the three hundred seventy one (371) in the report, and

(2) The amount of overtime worked at the N.H. State Prison for Men (NHSP-M) is equal to or less than six thousand (6,000) hours per month for three (3) consecutive months.

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 and fire protection employees shall include all hours actually worked and all hours on approved paid leave status except unscheduled sick leave, bona fide meal periods, bona fide rest periods, bona fide commuting time and any time worked for which specific compensation provisions have been established elsewhere in the Agreement. Rest periods as defined by Article VII, Section 7.2. shall not be considered as bona fide rest periods for the purpose of excluding that time from the definition of time worked. For the purpose of this provision, ‘unscheduled sick leave’, with the exception of bereavement leave, shall be defined as any sick leave taken with less than three (3) work days’ notice.

7.4 **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. Employees shall not opt out of any such overtime assignments.

7.5. **Overtime Funding:** Whenever funds are not available, employees who work authorized overtime shall receive compensatory time off equal to one and one-half (1 1/2) the number of actual hours worked.

7.5.1. **Compensatory Time:** An employee may receive compensatory time off at the rate of time and one half the actual hours worked in lieu of overtime pay upon mutual agreement between the Employer and the employee.

7.6. **Overtime Offsets:** Bargaining Unit employees may be relieved of duty during the regular shift hours in the basic work period or workweek in order to compensate or offset potential overtime.

7.7 **Return to Work:**

7.7.1. **Call Back:** Bargaining Unit 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.

7.7.1.1. Employees called back to work pursuant to 7.7.1. shall have the “hours worked” computed from portal to portal.

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

7.7.3. **Hold Harmless:** Any full-time employee who, on the effective date of this Agreement, occupied a position designated as Non-standard Workweek shall continue to receive the 20% pay differential until that employee vacates the position. The employee will be expected to fulfill the on-call obligations for which the differential is provided, and the “time worked” will continue to be defined as time actually worked for these employees.

Article VIII HOLIDAYS

8.1. **Eligibility:** All Bargaining Unit 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. Full-time employees who work other than a Monday through Friday schedule and who are 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 Holiday Pay: Full-time employees shall receive payment of the holiday at the regular rate equivalent to eight (8) consecutive hours

8.4.1 Holiday Worked: In addition to the provisions of 8.4 above, when a full-time or regularly scheduled part-time employee works on a calendar holiday, they shall, 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. When the holiday on which the employee works is Thanksgiving, Christmas, or New Year's Day, the employee shall be paid at the rate of two (2) times their regular hourly rate for hours actually worked on the holiday or be given compensatory time off equal to two (2) times the number of hours actually worked. A calendar holiday begins after 12:00 a.m. on the actual day of the holiday and ends at midnight on the same day. Only hours worked on the actual calendar holiday are to be compensated as indicated above.

In the event that an employee is scheduled to work a holiday and is approved to be absent for personal reasons or due to illness or injury, the employee shall receive holiday pay only and shall not suffer the loss of any accrued leave time. Notwithstanding the foregoing, an employee with an alternative schedule who works more than the regular seven and one half (7.5) or eight (8) hours per day, as applicable to their basic workweek, and who does not work on a holiday, shall be entitled to use leave for any hours that would normally have been worked in excess of seven and one half (7.5) or eight (8), as applicable.

8.5 Floating Holidays: In addition to the authorized days in 8.2. each employee shall be authorized three (3) floating holidays of his/her choice per fiscal year.

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

8.5.2. Equivalence: A day shall be worth 8 hours

8.5.3. Usage: Days accrued under this provision must be requested in whole days, and granted and used within the fiscal year in which it was earned.

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

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

8.5.6. Payment of Accrued Time: Any employee who terminates for any reason shall be paid for all days earned, if not taken, under section 9.5.

Article IX ***ANNUAL LEAVE***

9.1. Accrual: Full-time employees in the bargaining unit shall accrue annual leave with full pay based on the formula given below. Each employee's accrual shall be computed at the end of each completed month of service. 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	1¾	21	44
21 plus	2	24	50

For all Unit employees, 1 day = 8 hours; 1 1/4 days = 10 hours; 1 1/2 days = 12 hours;

*No payment for accrued but unused annual leave will be made upon separation from employment within the first twelve (12) months of employment. Upon an employee's appointment to a full-time classified position, after having no prior full-time service with the State or after a separation from State service of any length, the first five (5) days of annual leave anticipated to be accrued in accordance with this article, shall be immediately available for the employee's use upon their first day of employment. No additional annual leave days shall accrue within the first five (5) months of employment and yearly and maximum accruals shall not be increased.

9.1.2. 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 one week after receiving a properly executed application for leave.
- c. The parties agree that leave shall be granted at mutually agreeable times and the Employer agrees not to unreasonably deny leave requests.
- d. To the extent possible, every employee will be afforded the opportunity to take two (2) consecutive weeks of accumulated leave at least once per calendar year. The Employer may direct employees to take at least one full calendar week (five consecutive work days) 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. **Civil Leave:** An employee shall be granted civil leave without loss of pay or leave under either of the following conditions:

- a. When performing jury duty; or
- b. 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.
- c. 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 reimbursement 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 fifteen (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 shall 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 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. Nothing shall prohibit an employee from requesting other leave approval should sick leave be exhausted

Continuous Years Worked	Days Accrued per Month	Year	Maximum Accrual
0 thru 8	1 1/4	15	90
9 thru 15	1 1/4	15	105
16 plus	1 1/4	15	120

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

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

10.1.2. **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.

10.1.3. **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 their sick leave allowance for absences due to:

- a. Illness, injury, or exposure to contagious diseases endangering the health of other employees when requested by the attending physician, Advanced Practice Registered Nurse (APRN) or their clinical representative;
- b. Medical and dental appointments with prior approval;
- c. Death in the employee's family; and
- d. Providing care to, or accompanying to healthcare visits, an ill or injured family member who is either:
 - 1. A minor child; or
 - 2. An adult 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.

When sick leave is taken for the purpose of providing care to a person specified in (d) who has an FMLA-qualified illness or injury and is the employee's parent, spouse, or child, such leave shall be deducted from the employee's FMLA leave entitlement.

10.2.1. **Bereavement Leave:** An employee may utilize up to five (5) days sick leave for a death in the employee's family provided that use of such leave shall not be counted against time accumulation as provided in 10.1.1.

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 within twelve months 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 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. Short Term Disability Income Protection: Effective 1/1/2019 the Employer agrees to provide Short Term Disability Income Protection (STDIP) benefits providing replacement income for full-time Unit 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 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 the employers share of 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.

10.8.1. The Employer is authorized to provide additional sick leave to an employee once all benefits approved under short term disability income protection plan have been exhausted under the following conditions:

- a. A request for additional sick leave shall be forwarded to the Bureau of Employee Relations by the employee or the Employer stating the reason(s) for the request and the amount of additional sick leave requested.
- b. The Bureau of Employee Relations shall request a recommendation from the Employer of the requesting employee/agency. The recommendation shall be made known only to those who will act upon the request.
- c. The request and recommendation shall be forwarded to the Labor Management Committee established by Article IV, Section 4.2, who shall approve or deny the request in whole or in part.
- d. The response to the request shall be transmitted to the requester by the Bureau of Employee Relations.
- e. If the request is approved, the Manager of Employee Relations shall direct the Employer to solicit donations from employees within the requesting employee's agency who wish to contribute unused sick leave up to the amount of the authorization. Contributed sick leave shall not be counted against time accumulations as provided in Article 11.1. If the request is not approved, no further action shall be taken by the parties or by the requesting employee or Employer on that request.

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

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 ***ASSOCIATION REPRESENTATION***

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

Corrections Supervisors: 7 Total; Breakdown listed below

State Prison for Men: 3

State Prison for Women: 1

North Country Correctional Facility: 2

Secure Psychiatric Unit/ Community Corrections: 1

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

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 Association shall guard against the use of excessive time in handling such responsibilities. Each Steward, before carrying out his/her responsibilities in accordance with the provisions of this Agreement, shall first obtain the consent of his/her immediate supervisor which shall not be unreasonably withheld. Upon entering a work area, other than their own, the Steward shall first advise the appropriate supervisor of his/her presence and specify the name(s) of the employee(s) to be contacted. All time spent on union activities that conflicts with work time shall be recorded in the Employer's time management system.

11.4. **Training:** The Employer agrees to authorize three (3) days off in each contract year, without loss of time or pay for the Steward(s) to attend an Association training program. The Association shall notify the Employer not less than twenty (20) days in advance of such proposed training program.

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

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

11.7. Representation of Employees: An employee shall be entitled to Association representation at an investigative interview or meeting if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action against him/her. The Association representative's role at an investigative interview or meeting is to consult with the employee. The Employer is free to insist upon hearing the employee's own account of the matter(s) under investigation. The Parties agree that in all cases the principles of "Weingarten" and "Garrity" and other applicable case law shall be observed. The provisions of this article shall apply to all bargaining unit 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 Association 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 employees and representing management within the bargaining unit or 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 Association, 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 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. Establish Programs: The Safety Committee shall investigate the feasibility of the establishment of an employee assistance program, comprehensive health and lifestyle programs, and affect their implementation to the full extent found to be feasible.

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

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

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

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

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

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 Association retains the right to submit the matter to arbitration under Article XIV, Section 14.5.

12.12. The Employer will make every reasonable effort to ensure 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 Association agree to work together towards this end. Nothing in this article shall be interpreted as preventing or discouraging any full-time or regularly scheduled part-time employee from discussing any disputed matter in an informed and informal manner with the immediate supervisor or the Employer. Such discussions will not, however, interfere with the right to seek resolution of the dispute through the grievance procedure provided herein.

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

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.

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

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

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.

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 Association.

13.1.11. Whenever an employee who is a steward or is an officer in the Association finds that he/she is a supervisor involved in decision making in a grievance procedure, it is agreed that the individual will recuse themselves in that particular grievance and the grievance shall proceed to the next step in the grievance process. Whenever the employee is the supervisor in a grievance procedure and that employee could be a direct beneficiary of the outcome of the grievance, that supervisor shall recuse themselves and the grievance shall proceed to the next step in the grievance process.

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*

If subsequent to the agency head's decision the Association 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.

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

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 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:** Employees 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 within 5 days of an employee's request.

15.1.2. **Employment Recommendations:** If requested, upon termination a full-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. A personnel file shall be defined as any file kept by a supervisor or custodian of official records which relate directly in any way to an employee's status as an employee.

15.2.1. Unit employees shall receive a performance evaluation in accordance with existing law or regulation.

15.2.2. The Employer's failure to provide a timely evaluation shall not constitute a valid reason for withholding a salary increment.

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 therefore within a reasonable period of time as required by 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 Investigation of Employees: Any unit employee who becomes the subject of an administrative investigation conducted by the Department of Corrections shall be afforded, as a minimum, the following rights:

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

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

1. Abolition of a position;
 2. Change in organization;
 3. Decline in agency work load;
 4. Insufficient funding;
 5. Change in state law; or
 6. Change in federal requirements.
-
- a. The appointing authority shall first determine, by division, the class or classes to be affected within the agency.
 - b. Each employee whose position is in an affected class shall be considered with other employees in the same class within a division of an agency in accordance with seniority, whether the employee is on duty or leave status, or receiving workers' compensation.
 - c. Seniority: Seniority for the purpose of layoff shall be the length of continuous full-time service with the state from the last date of hire to full-time service on the basis of years, months, and days of service including military leave and approved leave for an illness or injury under the Family Medical Leave Act for a non-probationary employee, except that any days, months, or years of leave without pay for educational or personal reasons shall not be counted
 - d. No permanent employee shall be laid off from any position while there are temporary fill-in, or initial probationary employees serving in the same class of position within the same division of the agency.
 - e. Except in instances of an individual possessing unique credentials that are necessary for the agency to carry out a legislated mandate, seniority shall govern the order of layoff.
 - f. Prior to layoff, appointing authorities, with the assistance of the division of personnel, shall attempt to reassign an employee into a vacant position under the following conditions:
 1. The reassignment does not result in a promotion; and
 2. The employee being reassigned qualifies for the vacant position
 - g. If there is no vacancy into which an employee can be reassigned as provided in (f), an appointing authority shall attempt to demote an employee in lieu of layoff

as long as the employee can be certified for the lower classification pursuant to Per 405.

- h. When demoting an employee in lieu of layoff, the appointing authority may take such action when:
 - 1. Such demotion serves to protect the efficiency of the agency; and
 - 2. The order of demotion occurs in a similar progression as that through which the employee was promoted.
- i. The parties acknowledge and agree that Layoff Procedure language is included in both the Personnel rules and this Agreement. The parties further agree that any alleged violation of this Article cannot be both grieved in this Agreement and appealed through the Personnel Rules on the same subject matter. The Association agrees to file any alleged violation in only one forum.

15.9.1. Notice of Layoff

- a. With the exception of (b), an appointing authority shall give written notice of the proposed layoff and the reasons therefore to the affected employee(s) and to the director of personnel at least 14 calendar days before the date the layoff becomes effective.
- b. In the case of temporary fill-in, seasonal part-time, part-time, or intermittent employees, advance written notice of layoff shall not be required.
- c. The Parties acknowledge and agree that Layoff Procedure language is included in both the Personnel Rules and this Agreement. The Parties further agree that any alleged violation of this Article cannot be both grieved in this Agreement and appealed through the Personnel Rules on the same subject matter. The Association agrees to file any alleged violation in only one forum.

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

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

15.11 **Notice of Transfer** – The Employer agrees to provide a thirty (30) day notice to a unit employee who is to be involuntarily and permanently transferred from that employee’s work location to a work location that would require an additional commute of thirty (30) or more road miles one way from that employee’s current home location.

Article XVI
NOTICES

16.1. **Notice to Association:** Whenever a written legal notice is required to be given by the State to the Association, such notice shall be given to the state organization of the State Employees Association of New Hampshire, Inc., with offices in Concord, New Hampshire.

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

Article 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 XIX
WAGES and BENEFITS

18.1.1 [RESERVED]

18.2. Wages:

18.2.1. Each classified full-time employee shall be paid in accordance with the salary schedules contained in Appendix A. Effective November 3, 2023, the initial adjustment of wages shall be based on the data provided in the position crosswalk provided by the Employer, dated September 8, 2023. The Employer shall provide the Association information regarding any adjustments to the data provided in the September 8, 2023 crosswalk that may be necessary due to data entry errors or personnel transactions conducted in the normal course of business. Final agreement shall be contingent upon the Association's review and acceptance of the data provided in the position crosswalk, dated September 8, 2023.

- a. Notwithstanding any Article or 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.
- b. Notwithstanding any Article or Rule to the contrary, nothing in this Agreement shall prevent the Employer from requesting higher step placements from the Division of Personnel for current unit employees when:

1. An employee newly hired into state service in the same classification is placed at a higher step; or
 2. A unit employee who is promoted or transferred into another position of the same classification is placed at a higher step.
- c. Any request approved in accordance with (b) above shall be effective on the first day of the first pay period occurring at least thirty days after the request is submitted to the Division of Personnel.

18.2.2. Effective November 3, 2023, the salary schedules specified in 19.2.1. shall provide for eleven primary steps in each pay band established therein, known as step one through step eleven, together with a “Trainee” step preceding step (“step T”) one as well as an “Advancement” step (“step A”) following step eleven.

- a. An employee shall be eligible to progress from step one through step seven upon successful completion of one year at the prior step. An employee shall be eligible to progress from step seven through step eleven upon two years at the prior step. For the purposes of this section, successful completion means that an employee shall have received satisfactory annual performance evaluations for the period. The Employer’s failure to provide a timely evaluation shall not constitute a valid reason for withholding an increment.
- b. An employee hired as a trainee shall be placed at step one and paid at the equivalent of one step below step one, identified as step T on the applicable pay schedule. Payment at step T shall not change the underlying timing of an employee’s step progression. While an employee remains a trainee they shall continue to be paid at the equivalent of a step lower than the step to which they have progressed. Upon meeting the minimum requirements for the position, an employee shall be paid in accordance with their underlying step.
- c. Approval of an in-band advancement shall not change the underlying timing of an employee’s step progression.
- d. An employee who receives an in-band advancement shall be paid at the next higher step within the employee’s pay band. Upon receiving subsequent step increases in their underlying step progression, an employee shall continue to be paid at the equivalent of a step higher than the step to which they have progressed.
- e. An employee shall be eligible to be paid at step A when:
 1. While already at step eleven, they are granted an in-band advancement; or
 2. The employee has previously received an in-band advancement at a lower step and subsequently progresses to step eleven in their underlying step progression.

- f. An employee's in-band advancement and associated pay at a higher step may be removed if:
 - 1. The employee no longer meets the qualifications necessary for the in-band advancement; or
 - 2. The employer's operational needs no longer require the duties or responsibilities associated with the in-band advancement to be performed.
- g. The Employer shall provide the employee written notice 30 days prior to the removal of an in-band advancement, in accordance with f.2, that does not have a defined end date and has been in effect for 180 days or more. This notice shall include the justification for the removal of the in-band advancement and notification to the employee that any request for consultation regarding the removal of the in-band advancement be received within 30 days.
- h. Where an in-band advancement is in place for a specific position and the Employer requires an employee who satisfies the requirements of the in-band advancement to perform the relevant duties and functions on an ongoing basis, the pay associated with the in-band advancement shall be effective on the first day of the pay period in which the employee assumed those duties.
- i. Any employee who has been at step five, six, seven, or eight for a minimum of one year and who is placed at step one through step six on the new pay schedule effective with this amendment in Appendix A, shall, upon implementation of the new pay schedules be advanced one step.
- j. Any employee who has been at step eight for a minimum of two years prior to the effective date of this amendment and who is not placed at step eleven on the new pay schedule made effective with this amendment in Appendix A shall, upon implementation of the new pay schedules, be advanced one step.
- k. Any employee who has been at step nine for a minimum of two years prior to the effective date of this amendment and who is not placed at step eleven on the new pay schedule made effective with this amendment in Appendix A shall, upon implementation of the new pay schedules, be advanced one step.
- l. The waiting periods specified herein shall not apply to, and an increment date shall not be adjusted for, promotions and reclassifications resulting in a higher pay band.
- m. If an employee is promoted into a job title with a pay band having a higher minimum rate of pay, the employee's step shall be set to the lowest step in the new pay band that increases their hourly rate of pay by:
 - (1) An amount equal to at least one step in the former pay band or,

- (2) In the case of an employee who is at step eleven in the former pay band, an amount equal to at least 3%.

~~18.2.3. Effective the first full pay period following execution of the contract, all Bargaining unit employees on the C416 salary schedule shall be placed, at their current labor grade and step, on the CO416 salary schedule or its equivalent.~~

18.2.43 All salaries for classified bargaining unit employees shall increase 10.00%, effective at the beginning of the first pay period immediately following July 1, 2023, and shall be paid in accordance with the salary schedule contained in Appendix A.

18.2.54 All salaries for classified bargaining unit employees shall increase 2.00%, effective at the beginning of the first pay period immediately following July 1, 2024, and shall be paid in accordance with the salary schedule contained in Appendix A.

18.2.5 In recognition of the complexity of creating a market based pay adjustment process, the Parties shall establish a Task Force composed of not less than five (5) persons appointed by the Employer and not more than one (1) person to be appointed by the Association.

The purpose of the Task Force is to:

- a. Identify and discuss the primary interests and outcomes each Party has regarding the authorization and implementation of market based pay adjustments; and,
- b. Identify potential processes and procedures for authorizing and implementing a system of market based pay adjustments.

The Task Force shall have its first meeting no later than November 15, 2023 and, thereafter, shall meet no less than monthly or as necessary per the agreement of the Task Force members. If consensus is reached among the members, the Task Force shall produce a written report, detailing options or recommendations for authorizing and implementing a system of market based pay adjustments. If no such consensus is reached, the individual Parties represented on the Task Force may submit their own findings and recommendations for inclusion in the report.

The report shall be presented to the Director of the Division of Personnel and to the negotiating teams of the Employer and all bargaining units no later than September 1, 2024. After submission of the report, the Task Force may continue to meet, upon agreement of all Parties.

Any changes that are mandatory subjects of bargaining resulting from or related to a market based pay adjustment process prior to September 1, 2024 shall be negotiated in accordance with Article 21.6 of this Agreement. If the contract is not reopened in accordance with 21.6, any market based pay adjustment process that is a mandatory subject of bargaining shall be negotiated as part of the next standard collective bargaining session, which shall commence on or after September 1, 2024.

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 including any pay above base pay must be separated and identified.

18.3.1. **Direct Deposit:** 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 provide a pay advice breakdown, or upon request a printed 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 Association pursuant to the provisions of Article IV.

18.4.2. **Reimbursements and Advances:** The Employer agrees to reimburse all full-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 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 all other mileage reimbursement shall occur in accordance with the State of New Hampshire's Manual of Procedures (MOP) in effect on July 1, 2022. Changes to the MOP that occur after July 1, 2022 shall not apply to bargaining unit employees unless otherwise negotiated in 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 current travel per diem rates set by the General Services Administration for Merrimack County without a receipt.
- 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 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 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 employees shall have available to them all rules, regulations and directives relative to the department by which they are employed. In addition, the Employer shall furnish the Association with 15 copies of the Rules of the Division of Personnel for internal distribution.

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 Appendices 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. All services and procedures shall be subject to medical necessity.

- a. All employees who subscribe in either the HMO or the POS plan shall pay \$20.00 per pay period for employee only coverage, \$40.00 per pay period for two-person coverage, or \$60.00 per pay period for family coverage.

An employee's obligation to make full payment of these contributions shall remain in effect at all times during which the employee receives benefits under this Article, including times during which the employee is not in paid status for any reason including, but not limited to suspension or leave without pay.

- 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 \$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.
- e. 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.
- f. 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 through the Health Benefits Committee regarding the design and implementation of the program.
- g. Health Promotion. The Employer shall provide a voluntary employee incentive program that offers 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 consult with the Association through the

Health Benefits Committee regarding the design and implementation of the program. All approved vendors contracted with the health plan administrator shall be permitted to provide services on state premises for employees.

- h. 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.
 - b. Mail Order Co Payments – \$1 for each generic medicine/ \$40 for each preferred brand name medicine/\$70 for each non-preferred brand name medicine.
 - 4. Exclusive Specialty Pharmacy
 - 5. Traditional Generic Step Therapy
 - 6. Quantity Limits
 - 7. Pharmacy Advisor
 - 8. Maximum out of pocket expenses shall be \$750.00 per individual per calendar year and \$1,500.00 per family per calendar year.
- i. A Smoking Cessation Program will be maintained.
- j. Coverage shall be provided for dependents to age twenty-six (26).
- k. 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.
- l. 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 one month 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, 2023.
- m. 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.
- n. Site of Service Locations: As Site of Service locations are added they will be added to the list of accessible locations.
- o. 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.

18.8.1.1: Effective January 1, 2022, the employer shall provide coverage under the health plan consistent with Chapter 417:E:2 of the laws of 2014.

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. The time spent on the Committee by the Association's members shall be considered time worked.
- 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. **Education and Training:** The Health Benefit Committee shall develop an employee health education program to be offered to employees annually. This program may be offered online.

18.9. **Term Life Insurance:** Effective July 1, 2015, full-time employees shall be provided with group term life insurance of \$50,000. In addition, the Employer shall make available employee paid optional life insurance coverage at 1x, 2x, 3x, and 4x base annual salary. Voluntary selection of the first 1x base annual salary is not subject to evidence of insurability.

18.10. **Longevity:** Any full-time employee who has completed ten years of continuous service shall be paid, in addition to his/her normal salary, the sum of \$350.00 annually and an additional \$350.00 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 November. 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 Bargaining unit members

18.12.2. **Second shift:** work commencing any time at/or after 2:00 p.m. or before 7:00 p.m. – increase of \$1.20 per 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 \$1.50 per hour over base pay.

18.12.4. **Rotating Shifts:** Employees who work rotating shifts shall have \$1.20/hour added over base pay in lieu of shift differential.

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

18.12.5. **Institutional Weekend Differential:** All full-time and part-time institutional 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 two dollars (\$2.00) 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	\$2.00
Employee +1	\$4.00
Family	\$6.00

An employee's obligation to make full payment of these contributions shall remain in effect at all times during which the employee receives benefits under this Article, including times during which the employee is not in paid status for any reason including, but not limited to suspension or leave without pay.

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

18.13.1 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.

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 18.8. 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.

18.16.1. **Mothers’ Health Care:** The Employer in accordance with federal law shall provide a private area and sufficient time for full-time or regularly scheduled part-time employee postnatal mothers to tend to lactation needs.

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

18.18. **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.

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

18.20. **Rehire or Reinstatement:** Whenever a former employee who has been laid off from the bargaining unit is reinstated to or rehired into state service in a bargaining unit position within three (3) years from the date of lay off, that former employee shall be entitled to the rights and benefits afforded a recalled employee pursuant to Per 1101.06 (c), (d) and (e) in effect as October 18, 2006.

Article 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
MISCELLANEOUS

20.1. A boot allowance in the amount of one hundred dollars (\$100) shall be paid out to each full-time permanent uniformed employee each fiscal year.

20.2. The Warden and his/her designee agree to meet with the Chapter president, and the unit Stewards upon request, at a mutually agreeable time.

20.3. Employees who work overtime shall be allowed a thirty (30) minute break within two (2) hours of the shift change, away from the workplace when possible.

20.4. **Transfers:** All lateral transfers shall be posted by the Employer for not less than five (5) work 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 non-selection, shall be completed within ten (10) work days.

20.4.1. 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 their assigned facility

20.4.2. Lateral Transfers shall be posted department-wide and are defined as any 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. The posting shall 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.

20.4.3. 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 assigned Facility.

20.4.4. **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 recent annual evaluation and/or any formal disciplinary action that occurred within one year of the date of the posting. Specific Performance-Based Reason - Interview Specific performance-based reason 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 (1) year of the date of the posting.

20.4.5. **Temporary Reassignment:** The Employer may temporarily reassign an employee(s) at the employee's request or at the employer's request for operational needs. 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.

20.5. The Department of Corrections shall maintain a Labor Management Committee. The Labor Management Committee shall meet quarterly at mutually agreeable times. The Committee shall be made up of the Commissioner of Corrections, and a number of designees equal to the Association's Department of Corrections Uniformed Supervisors.

20.6. All permanent Uniformed Correctional Supervisors Sergeants, Lieutenants, and Captains shall be paid in accordance with the requisite salary schedule, Notwithstanding Articles 18.2.3, 18.2.4, and 18.2.5 of the Master agreement.

20.7: **Hazardous Duty Pay.** In accordance with RSA 99:10 (or executed through agreement), employees receiving Hazardous Duty Pay shall receive a total of \$30 per week differential.

20.8 In recognition of questions regarding the timeliness and current practices associated with the initiation and completion of personnel investigations, the Parties agree to establish a Task Force composed of not more than four (4) persons to be appointed by the Union Committee and four (4) persons appointed by the Employer.

The purpose of the Task Force is to identify issues with existing practice, if any, and to recommend processes for implementing any proposed solutions collectively identified by the Parties.

The Task Force shall have its first meeting no later than September 15, 2023 and, thereafter, shall meet as necessary per the agreement of the task force members. The task force shall produce a written report to be presented to the Employer and the Associations no later than May 1, 2024, unless an extension is agreed upon within the members of the Task Force.

Article XXI
DURATION and REOPENING

21.1. **Duration:** This Agreement as executed by the Parties is effective upon its execution and shall remain in full force and effect through June 30, 2023 or until such time as a new Agreement is executed.

21.2. **Renegotiation:** Renegotiation of this Agreement will be effected by written notice by one Party to the other not later than October 18, 2022 or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after the receipt of such notice.

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

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

21.5. **Re-Opening:** In the event that the Employer agrees to grant a general wage increase, agrees to a different health plan design, or agrees to less contributions to the health plan working rates with any other bargaining unit, 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.

21.6 **Limited Re-Opening for Purposes of Classification:** The Parties recognize that the State is in the process of migrating all classified positions from current job titles to occupation-specific job titles that align with a nationally established standard known as the Standard Occupational Classification (SOC) System. This migration shall:

- Reduce the number of class titles for simplification and clearer organization;
- Establish a framework to increase opportunities in career progression;
- Enable the comparison of jobs and pay with other organizations and industries; and
- Align with a national system that is regularly updated for sustainability.

The migration process shall not:

- Reduce the pay of any position;
- Change position duties;

- Change an agency's organizational structure;
- Eliminate positions or cause layoffs; or
- Evaluate employee performance;

The Parties further recognize that, after migration, bargaining shall be required to:

- Implement any revised pay schedules;
- Authorize occupation-specific pay adjustments;
- Consolidate existing pay schedules into a system of fewer pay bands;
- Modify the number, timing, and monetary value of steps; and
- Change the pay schedules assigned to positions from current pay schedules.

In the event that the Employer intends to move forward with post-migration changes that require bargaining between the Parties, the Parties shall reopen negotiations for the express purpose of negotiating changes necessary to implement these changes to the classification system. No other matters shall be subject to negotiation during this limited reopening, unless such matters are directly related to the changes being made as part of the reclassification project. The Parties shall reopen negotiations within thirty (30) days after the Employer makes a written demand upon the Association to exercise this reopener, which it shall do prior to implementing any changes relative to matters covered by this agreement.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract as dated below.



Christopher T. Sununu, Governor
State of New Hampshire

11/3/23
Date

Rudolph W. Ogden, III, Chair
State Negotiating Committee

Lindsey Stepp
Commissioner, New Hampshire
Department of Revenue

Rich Lavers
Deputy Commissioner
New Hampshire Department of
Employment Security

Peter Demas
Manager of Employee Relations
New Hampshire Department of
Administrative Services
Division of Personnel



Richard Gulla, President
State Employees'
Association of NH
SEIU Local 1984

10/31/23
Date

Gary Burke, Co-Chair
New Hampshire State Corrections
Supervisors Negotiating Committee State
Employees' Association of NH
SEIU Local 1984

Thomas Macholl, Co-Chair
New Hampshire State Corrections
Supervisors Negotiating Committee
State Employees' Association of NH
SEIU Local 1984

Miguel Rubio, Member
New Hampshire State Corrections
Supervisors Negotiating Committee
State Employees' Association of NH
SEIU Local 1984

Elioenai Navarro, Member
New Hampshire State Corrections
Supervisors Negotiating Committee
State Employees' Association of NH
SEIU Local 1984

Sean Bolton
Negotiator
NH State Corrections Supervisors

