COLLECTIVE BARGAINING AGREEMENT

NEW HAMPSHIRE JUDICIAL BRANCH

&

TEAMSTERS LOCAL 633

RE: COURT SECURITY OFFICERS

TENTATIVELY AGREED
JUNE 29, 2015

RATIFIED
JULY 31, 2015

IMPORTANT NOTICE

ALL MEMBERS ARE URGED TO CONTACT THE LOCAL UNION OFFICE IMMEDIATELY UPON THE FOLLOWING:

- A change in Name
- A change in his/her home address
- Desire to change beneficiaries through the following offices:

  Local Union Office
  Health Insurance Office
  Pension Fund
  Credit Union Office

- Termination of employment

WITHDRAWAL CARD

A member may request a Withdrawal Card immediately upon termination of employment. A member may request a Withdrawal Card if he/she is temporarily out of work due to workers' compensation, off-the-job injury or sickness, or on a lengthy leave of absence.

Failure to request a Withdrawal Card for any of the reasons above, could put you in a delinquent status and possibly pay re-initiation fees.

Teamsters Local Union 633
53 Goffstown Road, Suite A
Manchester, NH 03102
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ANNUAL LEAVE

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

Years Completed	Time Earned Per Month	Days Per Year/ Maximum Days Allowed
0 - <2	1 day (7.500 hours)	12 / 24 days
2 - <8	1 1/4 days (9.375 hours)	15 / 32 days
8 - <15	1 1/2 days (11.250 hours)	18 / 38 days
15 - <20	1 3/4 days (13.125 hours)	21 / 44 days
20 Plus	2 days (15.000 hours)	24 / 60 days

(B) Annual Leave Provisions.

(1) A court security officer eligible for annual leave may use annual leave only when authorized by the Administrative Authority or such authority's designee. Application must be in writing using the appropriate form PD-8 three days in advance, unless waived by the Administrative Authority. The Administrative Authority may create reasonable stipulations regarding minimum and maximum amounts of leave time which may be taken at any time.

(2) Annual leave may be taken during the first six months of employment when recommended by the Administrative Authority. The Administrative Authority shall make a determination within ten (10) business days and shall not unreasonably deny a request. Reasons for a denial shall be provided to the employee in writing. A granted annual leave request shall not be unreasonably rescinded. Payment of annual leave pursuant to the article entitled "Resignation, Abandonment, Departing Employees" shall be limited to a maximum of fifty (50) days.

(3) Requests for annual leave in excess of two consecutive weeks shall be authorized only upon a determination that such absence will not have a detrimental effect on the operation of the court.

(4) For the purpose of utilization, annual leave shall be converted to hours (example: 1 1/4 days equals 9.375 hours).

(5) All regular full-time court security officers with more than two years service shall take at least two weeks annual leave each calendar year.

(6) Court security officers eligible for annual leave shall earn annual leave during periods of leave with pay except that leave shall be credited only when the court security officer returns to work, and leave earned during such periods shall be forfeited if the court security officer fails to return to work.

(7) Court security officers eligible for annual leave shall not earn annual leave during a period of leave of absence without pay.

(8) Forfeiture of accrued annual leave as a disciplinary action shall not be authorized.

(9) No court security officer eligible for annual leave shall lose accrued annual leave when promoted, demoted or transferred provided that there is no break in service. This includes a court security officer who changes from the service of one Administrative Authority to another.

(10) A full-time court security officer who transfers from one position to another position in the court system during his or her initial probationary period shall be credited with any accrued time toward annual leave earned in the first court and such earned leave time shall be recognized by the Administrative Authority.

(11) If insufficient leave has been accumulated, the court security officer eligible for annual leave shall be charged with leave without pay for time away from work.

APPEAL PROCEDURES

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

(A) Appeal of Adverse Action:

(1) An appeal of an adverse action shall be in writing and delivered to the Director within fifteen working days of the date of the action. The appeal shall state the basis for the appeal. The appeal may be submitted by the employee personally or on his or her behalf by the Union.

(2) Upon receipt of the appeal, the Director, or designee, shall within ten working days from the day the appeal is received: (a) grant the relief without arranging for a hearing, or (b) begin arrangements for a hearing.

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

(1) A justice of the New Hampshire Superior Court appointed by the supreme court who shall be chair;

(2) An individual chosen by the Union; and

(3) An individual chosen by the individuals listed in subsection (1) and (2) above. In the event agreement is not reached concerning the appointment of the third member, a list will be requested from the American Arbitration Association in accordance with its rules. An alternate may also be chosen.

(4) None of the members shall be a member of the bargaining unit.

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

(C) Procedure:

(1) The Director, or designee, shall arrange for the hearing to take place no later than 30 working days from the date the appeal is received.

(2) The Director, or designee, shall provide written notice by personal service or by certified mail, return receipt requested, at least twenty working days prior to the hearing, including the date, time, and place of the hearing, and a summary of how the hearing shall be conducted under this policy, including, but not limited to, deadlines for submission of witness and exhibit lists. The appellant shall sign a receipt for this notice and return it immediately to the Director, or designee.

(3) Requests for postponement of the hearing shall be addressed to the appeals board and shall include a statement of whether the opposing party assents.

(D) Conduct of the Hearing:

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

(2) The jurisdictional burden shall be on the appellant to establish a prima facie case that the imposing official did not follow proper procedure or otherwise have justification for the sanction or that the sanction imposed was not within the authority or discretion of the imposing official. Once jurisdiction is established, the burden is on the appellant to prove his or her case is more probable than not.

(3) The appellant shall have the right to be present at the hearing, with a representative provided at his or her expense. If the appellant is in pay status at the time of the hearing, the appellant shall be in duty status while in attendance at the hearing.

(4) The Judicial Branch shall have the right to be present at the hearing and be represented by the Attorney General's office if a request is made and consented to under RSA 99-D:2 or its subsequent statutory counterpart or by a court employee with such employee's consent. A court employee providing such representation

shall be allowed reasonable time for preparation. Any court employee shall be in duty status while in necessary attendance at the hearing.

(5) The parties or their representative shall have the right to present evidence, witnesses, and to cross-examine witnesses.

(6) All testimony shall be under oath or affirmation. For this purpose, the appeals board is authorized to administer the oath or affirmation.

(7) Witnesses may be presented by the parties if their testimony is considered relevant by the chair of the appeals board or may be requested by the appeals board. Witnesses may not be compelled to appear without a subpoena.

(8) The hearing shall be recorded. A party may request a transcript at his or her expense.

(9) The chair of the appeals board shall decide on the admissibility of evidence at the hearing. The hearing officer shall not apply the rules of evidence strictly, but may exclude witnesses or matters which are irrelevant, immaterial, or unduly repetitious.

(10) Since all matters before the appeals board are personnel matters, proceedings hereunder shall be private.

(11) In a case of progressive discipline, the appellant may contest any and all prior discipline that formed the basis of the action being appealed.

(E) **Witnesses:**

(1) Witnesses who are court employees shall be in duty status during the time they are participating in a hearing and supervisors shall provide for those employees to be available.

(2) Witnesses shall remain free from restraint, coercion, or reprisal before, during, and after testimony before an appeals board. Any employee who attempts to influence the testimony of a witness through coercive means shall be subject to discipline through adverse action.

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

(G) **Scope of the Appeals Board's Review:** The appeals board shall review the personnel action by determining the facts surrounding the adverse action; the

procedural and legal justification under this Agreement and under the standard of fundamental fairness and justice to the grievant; and whether or not the sanction imposed was within the authority and discretion of the imposing official. Management has discretion in applying a sanction under the article on Disciplinary or Adverse Action. Before submitting a decision for reversing or modifying the sanction imposed, there must be a finding that:

(1) the sanction was not legally or procedurally justified under this Agreement and under the standard of fundamental fairness and justice to the grievant; or

(2) management abused its discretion in imposing the sanction.

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

(3) To the extent an issue of interpretation of statutes or of this Agreement arises in an appeal of an adverse action, the appeals board shall have jurisdiction to decide the issue. However, the appeals board will be limited in its interpretation of statutes and this Agreement by precedent. Any interpretation of this Agreement by the Appeals Board will not have precedential effect.

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

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

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

(I) **Final Decision:** The decision of the appeals board shall be subject to any rights of appeal provided by law.

ASSIGNMENT/REASSIGNMENT/RELOCATION

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

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

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

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

The Security Manager shall consider the distance traveled by the court security officer, relevant family issues, or other personal issues in making an assignment. Any *per diem* court security officer traveling to a court other than his or her home court shall receive mileage at the applicable Judicial Branch rate.

BASIC WORK WEEK

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

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

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

BI-WEEKLY PAY PERIOD

(A) All court security officers shall be routinely paid on every other Friday as is the state practice.

(B) Pay periods shall commence on a Friday and extend 14 days in length through and including the second Thursday after the beginning of the pay period.

(C) All court security officers became part of the payroll system by having the state withhold no more than the first two weeks of pay. Compensation shall continue on a biweekly basis based upon hours worked and paid two weeks in arrears.

CONSULTATION and LABOR MANAGEMENT COMMITTEE

Consultation:

Obligation to Meet: The Parties recognize their mutual obligation to meet and confer regarding problems arising out of the employment relationship between the Employer and regular full and part-time court security officers and *per diem* court security officers.

Matters for Consultation: It is agreed and understood that policies and procedures related to terms or conditions of employment are appropriate matters for consultation between the Parties, providing however, that neither Party waives or relinquishes their right to negotiate mandatory subjects of collective bargaining.

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

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

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

Labor Management Committee:

Composition: The Parties agree to establish a Labor Management Committee consisting of not more than three (3) representatives of the Judicial Branch Negotiating Committee

and not more than three (3) representatives of the Union's Bargaining Team. In addition to the three representatives, the chief negotiator from each side may attend the meetings of the Committee.

Meetings: The Committee shall meet as frequently as may be necessary to carry out its purpose and responsibilities as set forth in this Agreement. Either party may request a meeting. In such event, the meeting shall be scheduled within twenty (20) business days.

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

COST OF LIVING

FRINGE BENEFITS: In accordance with RSA 490:28, all regular full-time court security officers shall receive all fringe benefits as negotiated by the State Employees' Association of New Hampshire and as provided for executive branch classified state employees, including health and dental insurance. For purposes of this Agreement, Health Insurance section 19.8.1.a of the agreement negotiated by the State Employees' Association of New Hampshire for executive branch employees shall be changed for judicial branch employees as follows: all full-time court security officers who subscribe to health insurance shall pay $20.00 per pay period if their annual salary is $35,000 or less, $40.00 per pay period if their annual salary is more than $35,000 up to $47,500, or $60.00 if their annual salary is more than $47,500 and all full-time employees who subscribe to dental insurance shall pay $1.00 per pay period if their annual salary is $35,000 or less, $2.00 per pay period if their annual salary is more than $35,000 up to $47,500, or $3.00 per pay period if their annual salary is more than $47,500. Regular part-time court security officers receive those same benefits on a pro-rated basis in accordance with policies established by the judicial branch. In the event the State Employees' Association of New Hampshire and the State of New Hampshire agree to a new master contract for executive branch classified state employees and should that contract contain changes in health and dental benefits, the parties will accept the changes in plan design. If that agreement adjusts the employee contribution for the benefit which the legislature applies to the judicial branch, the parties shall ascertain the amount of the adjustment applied to the judicial branch that is applicable to the bargaining unit. The parties shall in good faith agree upon the manner in which the amount of the adjustment applicable to the bargaining unit is implemented and shall reflect by a memorandum of understanding any changes necessary in this subparagraph. In reaching a memorandum of understanding regarding the demarcation points for the contribution to health and dental insurance, the parties shall attempt to ensure that no employee's contribution is increased due solely to a C.O.L.A. No fringe benefits are accorded *per diem* court security officers other than the payment of the employer's share of payroll taxes and holiday pay as defined in the section on holidays, except as explicitly specified in this

Agreement.

Should the Union produce a Health and Welfare benefit that is no more financially burdensome to the judicial branch than the current plan, the parties agree to meet to review the Union plan to consider its adoption. It is agreed that any such plan change shall only be made by mutual agreement of the parties. The adoption of a new plan may also apply to regular full-time, regular part-time, and *per diem* court security officers by mutual agreement.

SALARIES: Salaries for regular court security officers as of the beginning of this Agreement shall be as provided in Appendix D, which reflects judicial branch labor grade 16 for CSO IIs and judicial branch labor grade 11 for CSO Is as of April 17, 2015. *Per diem* court security officers shall be paid $90.20 per day for each day worked and $47.76 per half day. The parties shall reflect by a memorandum of understanding any changes necessary in the above rates of pay brought about as a result of C.O.L.A.S.

C.O.L.A.S: The meaning and intent of this article is to provide court security officers with any cost of living adjustments provided to executive branch employees represented by the State Employees' Association of New Hampshire. In the event the State Employees' Association of New Hampshire and the State of New Hampshire agree to a new master contract for executive branch classified state employees and should that new contract contain any cost of living adjustments which the legislature applies to the judicial branch, the parties shall ascertain the amount of the adjustment applied to the judicial branch that is applicable to the bargaining unit. The parties shall in good faith agree upon the manner in which the amount of the adjustment applicable to the bargaining unit is implemented. The Union acknowledges, without prejudice to any arguments that it may advance, that the judicial branch's obligation to pay any such adjustments requiring additional funds is contingent on the appropriation of such funds to the judicial branch for that purpose.

DAMAGED CLOTHING REPAIR OR REPLACEMENT

The Judicial Branch agrees to reimburse court security officers for any clothing, necessary for performing the functions of a court security officer, which is damaged or destroyed while performing those functions, normal wear and tear excluded. Examples of damage would include, but not be limited to, rips, tears, stains by chemical agents or body fluids (spit, blood, urine or feces), or other damage incurred while performing the functions of a court security officer.

DEFINITIONS

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

A. ADMINISTRATIVE AUTHORITY: The administrative authority for court security officers is the Director or his or her designee.

B. CLERK: The use of the term "clerk" shall be deemed to include regional clerks.

C. DIRECTOR: Director means the director of the administrative office of the courts.

D. HALF DAY: A day in which a *per diem* court security officer works four hours or less.

E. PROBATIONARY COURT SECURITY OFFICER: A court security officer within the first six months of employment or any extension thereof in accordance with Judicial Branch Personnel Rule 23.

F. SENIORITY: Seniority shall be based on the date of hire as a court security officer.

G. UNION: Union means Teamsters Local 633.

H. WORK WEEK: Friday through Thursday.

DISCIPLINARY OR ADVERSE ACTION

(A) **Court Security Officer Actions Warranting Disciplinary or Adverse Actions:** Examples of court security officer actions that may result in disciplinary or adverse actions include, but are not limited to:

(1) submitting false travel, payroll or purchase vouchers;

(2) personal use of official vehicles;

(3) falsifying, destroying, mutilating or altering court documents or records;

(4) providing false information on any Judicial Branch job application;

(5) willfully violating the policy against discrimination or sexual harassment;

(6) accepting loans, free services, goods or favors, including cash, from any business or person seeking favorable or preferential treatment from the court or soliciting favorable or preferential treatment from the court;

(7) causing loss or damage to court property through willful or grossly negligent action;

(8) theft occurring on court property;

(9) insubordination, including failure to follow oral or written directives;

(10) verbally abusing or physically assaulting any individual on court property or in relation to official duty;

(11) use of alcohol or drugs, while on duty or otherwise, to the extent that job performance is adversely affected and/or such use is in anyway detectable;

(12) the use, possession, distribution, dispensation, or manufacture of a controlled substance, unless such use, possession, distribution, dispensation, or manufacture is lawful under RSA ch. 318-B or any other state or federal statute regulating controlled substances;

(13) failure to report in writing to the Administrative Authority within three days any criminal charges and failure to report in writing to the Administrative Authority within three days any criminal conviction, regardless of whether an appeal is taken;

(14) engaging in partisan political activity prohibited by law or by this Agreement;

(15) conviction of any crime;

(16) unsatisfactory performance of job responsibilities, including excessive tardiness or absence from work;

(17) knowingly providing case or court file related information to persons or entities not entitled to that information or to persons or entities outside of standard or customary procedures;

(18) improper care, improper handling, or improper discharge of a firearm; or

(19) notwithstanding any of the above, violating employee standards of conduct, which recognizes that:

> Every position in the Judicial Branch is a public trust. Employees must conduct themselves in a manner which will uphold the dignity and integrity of the Judicial Branch. Employees must observe standards of fidelity and diligence appropriate to their position with the Judicial Branch.

(B) **Disciplinary Progression:** The Administrative Authority shall be responsible for taking appropriate intermediate steps and initiating adverse action. Court security officers entrusted with supervisory responsibility shall be required to expeditiously report to the Administrative Authority any matters that require review, discipline and/or adverse action, to the extent that they have been made aware of such matters.

(C) **Intermediate Disciplinary Steps:** In that it is the Administrative Authority's responsibility to use sound judgment and to act promptly and fairly, it is advisable to take lesser disciplinary action where appropriate. Intermediate disciplinary steps may include the following:

(1) **Written Warning:** Written warnings may be given to the court security officer by the Administrative Authority upon recommendation by the court security officer's supervisor or on the Administrative Authority's own initiative. The number of warnings given prior to taking further disciplinary or adverse action depends on the seriousness and/or frequency of the matter or conduct.

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

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

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

(2) **Written Reprimand:**

(a) If the Administrative Authority feels written warnings have been, are, or would be ineffective or insufficient in view of the nature or seriousness and/or frequency of the conduct, a written reprimand may be prepared.

(b) Written reprimands must contain a complete description of the misconduct alleged, the supporting factual data, details of the corrective action to be taken by the court security officer and a time frame in which it should occur, and the consequences if corrective action does not occur. Written reprimands must indicate that unless corrective action is taken the court security officer will be subject to discharge.

(c) The written reprimand shall be signed by both the Administrative Authority and the court security officer. If the court security officer refuses to sign, the Administrative Authority shall so indicate on the form. The Administrative Authority and the court security officer shall each receive a copy of the signed written reprimand.

(d) Each written reprimand shall expire as a basis of possible discharge three years after its date but shall be kept in the court security officer's file. The time limitation of this subparagraph shall not apply if the prior written reprimand related to a violation of paragraph (A)(18).

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

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

(D) **Adverse Action:** The Administrative Authority is responsible for initiating or taking adverse action against a court security officer where appropriate. All adverse actions shall be approved by the Director before any action is taken. Adverse actions include the following:

(1) **Suspension:** Suspension is the temporary removal of a court security officer from a position with or without pay.

(a) The decision to suspend a court security officer with or without pay shall be based on the seriousness and nature of the matter or conduct. The judicial branch is not precluded from issuing discipline for conduct, on or off official duty, that adversely affects the integrity of the judicial system.

(b) A court security officer may be suspended with or without pay pending disposition of a felony or misdemeanor charge or a serious violation as determined in the discretion of the Director. If a court security officer is suspended without pay and the suspension is set aside through the appeal procedures, the pay shall be reinstated retroactive to the date of suspension.

(c) Suspension may be appealed through the appeal procedure set out in this contract, but the suspension shall become effective when imposed.

(2) **Discharge:** Discharge is the permanent removal of a court security officer from employment with the judicial branch.

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

(b) Discharge may be appealed through the appeal procedure, but the discharge will become effective when imposed. If the court security officer successfully appeals the discharge, all pay denied during the period of discharge shall be reinstated retroactive to the date of discharge, except for any period of suspension ordered by the Appeals Board.

(E) **Actions By Judges:** Notwithstanding any provision set forth herein, any justice or judge of any court may report or recommend disciplinary actions when they become aware of activities or conduct which justify disciplinary action as set forth under these rules.

DUES CHECK-OFF

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

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

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

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

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

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

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

DUTIES AND RESPONSIBILITIES

1. To the best of their abilities, all court security officers shall provide security services in courts to which they are assigned pursuant to the New Hampshire Judicial Branch Court Security Officer Manual.

2. The duties and responsibilities of all court security officers shall be as

contained in job descriptions which as of the date of execution of this agreement are attached as Appendices A (full or part-time court security officer I), B (full or part-time court security officer II), and C (*per diem* court security officer) to this contract.

EMPLOYEE RECORDS AND RIGHTS

Access to Personnel Files: Court security officers shall be allowed access to their personnel and training files during normal working hours for inspection and/or copies of documents which will be provided by the Employer. Such inspection shall be made subject to prior arrangement with the Employer. Court security officers shall be entitled to a copy of their complete personnel file without charge.

Copies of Letters: Court security officers shall be provided with a copy of any material concerning work performance, commendations or discipline that are placed in the personnel file within a reasonable time.

Location of Files: Every court security officer shall be informed as to the existence and location of all personnel and training files. Personnel file shall be defined as any file kept by a supervisor or custodian of official records which relate directly in any way to an employee's status as an employee.

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

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

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

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

FIREARMS

All court security officers hired on or after the effective date of this Agreement and all current court security officers purchasing a firearm for use in his or her role as a court security officer after that date shall have or purchase, as the case may be, a 9 mm or

40 caliber Smith & Wesson, Glock, Sig-Sauer, or firearm from another gun manufacturer approved by the Security Manager.

GRIEVANCE PROCEDURE

Purpose: The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances and disputes arising with respect to interpretation or application of any provision of this Agreement and matters of complaint, concern or dissatisfaction to a court security officer. This grievance procedure may not be used, however, for matters involving discipline and adverse action.

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

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

Investigations: The Steward, when requested by one or a number of employees whom he/she represents, may investigate the basis for any dispute arising under this Agreement and may, at any stage, assist the employee(s) in seeking resolution of such dispute through the grievance or appeal procedure, provided herein, as may be applicable. A staff representative of the Union may substitute in place of the Steward at the second step or sooner if the judicial branch is represented by other than the supervisor or intermediate supervisor.

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

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

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

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

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

A grievance initiated by the Employer against the Union or its members shall be filed directly with the Business Agent of the Union and shall be considered a Step II appeal. The deadlines and procedures provided in Step II below shall apply to a grievance initiated by the Employer.

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

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

Grievance Procedure - STEP I - Employee and Security Manager

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

Grievance Procedure - STEP II - Employee and the Director

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

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

The Director shall notify in writing the employee and the Security Manager of the decision reached within ten (10) working days after the meeting.

Grievance Procedure - STEP III – ARBITRATION

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

Arbitrator's Powers: The arbitrator shall be limited to interpretation or application of the express terms of this Agreement, and all other complaints filed before him/her. To the extent that a matter is properly before an arbitrator in accordance with this provision, the arbitrator's decision thereon shall be final and binding providing it is not contrary to existing law or regulation nor requires an appropriation of additional funds, in either of which case it will be advisory in nature.

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

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

General Provisions:

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

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

HEALTH AND SAFETY

Work Environment: It is mutually agreed that the prevention of accidents and injuries to court security officers will result in greater efficiency of court operations. Toward this end, the NH Judicial Branch shall make every reasonable effort to provide and maintain safe and healthy working conditions, and the Union shall fully cooperate by encouraging all court security officers to perform their assigned tasks in a safe manner.

Access to Aid, Information: The Judicial Branch 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 Security Manager. 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.

Health and Safety Concerns, Issues, and Recommendations: All health and safety-related concerns, issues, and recommendations shall be referred to the Labor Management Committee. Appropriate topics may include first aid equipment, fire prevention equipment, worksite hazards, air quality, ergonomics, and other areas of health and safety.

HOLIDAYS

(A) Regular full-time and regular part-time court security officers shall be entitled to 12 holidays annually as set forth in an administrative order issued by the New Hampshire Supreme Court.

(B) A regular full-time court security officer shall be compensated for the holiday at the court security officer's rate of pay in effect at the time of the holiday. Regular part-time court security officers shall be compensated for the holiday on a pro rated basis.

(C) *Per diem* court security officers shall be eligible for holiday pay effective January 1, 2013, pursuant to the provisions of this section. *Per diem* court security officers shall receive holiday pay based on the wages earned, including holiday pay, during the preceding calendar year as follows:

WAGES EARNED	PERCENTAGE OF HOLIDAY PAY
$19,890 or more	100%
$16,575 but less than $19,890	75%
$11,050 but less than $16,575	50%
$5,525 but less than $11,050	25%
Less than $5,525	0%

Holiday pay for *per diem* court security officers shall be paid in a lump sum on the first pay period in February. The first such holiday payment shall be in February 2014. The annual February holiday payment shall be the applicable percentage of holiday pay for all holidays in the preceding calendar year and shall be based on wages earned in the preceding calendar year.

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

(E) Per diem court security officers scheduled to work on a holiday shall receive a minimum of a half day's pay. When proceedings are scheduled at a courthouse on a holiday, a minimum of two court security officers shall be present.

LAYOFFS

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

(1) Compensation for all unused accrued annual leave remaining to his/her credit up to a maximum of fifty (50) days; and

(2) Compensation for 50% of accumulated sick leave to his/her credit not to exceed sixty (60) days.

A bargaining unit employee who is laid off and who elects to continue on the health plan shall not be required to submit a contribution for coverage for the first three months following lay off if the laid off employee is not eligible to retire and receive post-retirement benefits under RSA 21-I:26-36 or RSA 100-A:52-55, and is not eligible to receive medical or healthcare coverage under another employer, as the spouse of a person covered under the plan of another employer, or the state plan as the spouse of a state employee. This provision shall expire on June 30, 2013.

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

LONGEVITY COMPUTATION AND COMPENSATION

1. Any regular full-time court security officer who has completed 10 years of full-time service for the state shall be paid, in addition to the salary to which he/she is entitled by the classification plan, the sum of $300 annually and an additional $300 for each additional 5 years of state service. This provision will change as necessary to reflect the amount provided either in RSA 94:4 or the State Employees' Association of New Hampshire and State of New Hampshire Collective Bargaining Agreement. Regular part-time court security officers who do not receive benefits from the New Hampshire Retirement System shall receive a pro rated share. The proration shall be based upon the regular budgeted hours as of November 30 of that current year for the part-time court security officer divided by 37.5 hours and then multiplied by the longevity payment for the employee's seniority.

2. The additional compensation provided by the provisions of this section shall not affect the maximums set by the classification plan and the receipt of said long service payments shall not prohibit the recipient from receiving the yearly increments to which he/she may be otherwise entitled within his/her classification ranges.

3. Unless otherwise directed by administrative payroll protocols, the longevity payment will be made by separarate paycheck on the first payday in December and will reflect years of service as of November 30 of that current year.

4. Longevity pay will be included in the payout of a terminating employee provided the terminating employee has worked beyond his or her next anniversary date following November 30.

MANAGEMENT PREROGATIVES AND RIGHTS

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

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

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

MERIT ADVANCEMENT

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

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

increase and certifies that the court security officer's performance is satisfactory or better.

3. All requests shall be filed with the Director.

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

NOTICES

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

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

OTHER LEAVES

(A) Bonus Leave.

(1) All regular full-time court security officers will receive one day of bonus leave for each consecutive three-month period during which the court security officer is not absent due to illness, disability, whether paid or unpaid, and unpaid leave of absence. The court security officer will then receive one-third day for each month thereafter within which the same conditions are met. A court security officer shall not earn bonus days while being paid under workers' compensation. Earned bonus leave must be used during the fiscal year following the fiscal year for which it was earned or it shall lapse.

(2) Use of sick leave for any purpose, unless otherwise exempted, shall require a court security officer to complete a new three-month period of employment without the type absence specified in subsection (1) above, in order to receive further bonus leave.

(3) Utilization of sick leave for bereavement of a death as defined by the provision on sick leave shall not be counted against the time accumulation as defined in this rule. Utilization of sick leave for dependent leave for up to six (6) days per year shall not be counted against the time accumulation as defined in this rule.

(4) A court security officer may use bonus leave at his/her discretion subject to reasonable restrictions necessitated by legitimate business purposes.

(5) Bonus leave shall not be used during a court security officer's probationary period.

(B) Military Leave. A regular full-time or regular part-time court security officer who is a member of any reserve component of the armed forces of the United States shall, upon request, be entitled to not more than 15 days leave of absence with pay in any one training year for the purpose of engaging in military drill, training or other temporary duty, in accordance with RSA ch. 112 or its subsequent statutory counterpart.

(C) Workers' Compensation Leave.

(1) A court security officer must meet the stipulations of RSA ch. 281-A or its subsequent statutory counterpart in order to be entitled to workers' compensation. Review, notification, and appeal procedures are pursuant to RSA ch. 281-A or its subsequent statutory counterpart.

(2) If a court security officer receives a personal injury as defined in RSA 281-A:2, XI or its subsequent statutory counterpart, in the course of employment, the court security officer shall report the injury immediately to the clerk of the assigned court who will notify the administrative office of the courts immediately of the injury.

(3) If a court security officer is required to miss work and a decision has not been reached regarding the workers' compensation claim, the court security officer shall be compensated using accumulated sick and annual leave time, if applicable.

(a) If the workers' compensation claim is awarded, the portion of the sick and annual days equivalent to the workers' compensation award will be restored and credited to the court security officer's accumulated leave, if applicable.

(b) If the workers' compensation claim is denied, other leave time may be used.

(4) A court security officer may choose to supplement workers' compensation with sick or annual leave if accumulated leave is applicable and available.

(a) The combination of workers' compensation and sick or annual leave benefits if applicable shall not exceed the court security officer's full pay.

(b) Compensation made using annual and sick leave benefits if applicable are subject to payroll deductions.

(5) Sick leave and annual leave if applicable shall not accumulate to the extent the court security officer is receiving workers' compensation. Bonus days if applicable shall not accumulate while a court security officer is receiving workers' compensation.

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

(D) Court Leave.

(1) A regular full-time or regular part-time court security officer who is subpoenaed for other than Judicial Branch business to appear as a witness before a federal or state grand jury or court, or before a federal or state agency, shall be entitled to leave with pay for the required period. A court security officer who appears as such on Judicial Branch business is not considered on leave.

(2) A regular full-time or regular part-time court security officer shall be entitled to leave with pay for serving on a federal or state grand or petit jury.

(3) Fees received by a regular full-time or regular part-time court security officer for service as a juror or witness earned during the normal work day, excluding reimbursement for travel and overtime, shall be remitted to the employer.

(4) The court security officer shall be paid his or her current salary while on court leave. Court leave shall not be a charge against any other accumulated leave as prescribed in these rules.

(5) Court leave applies only to the time actually served in court and the time required to return to work.

(6) The above provisions with respect to court leave shall apply to per diem court security officers to the extent the per diem court security officer must appear in court on a day that the per diem court security officer was scheduled to work or in the normal course would have been scheduled to work. Decisions on whether the per diem court security officer would have been scheduled to work shall be made by the Security Manager and shall be final.

(E) Family and Medical Leave.

(1) This subsection is intended to comply with the federal Family and Medical Leave Act of 1993, effective August 5, 1993, and regulations promulgated thereto, to the extent they are applicable. Any interpretation of the subsection is intended to be consistent with the act and regulations.

(2) A court security officer eligible for Family and Medical Leave pursuant to section (4)(a) below shall be granted family medical leave:

(a) because of the birth of a child, and/or to care for that child;

(b) if the court security officer adopts a child or takes a foster child into the court security officer's home;

(c) if the court security officer must care for a spouse, child or parent who is suffering from a serious health condition;

(d) if the court security officer's own serious health condition makes the court security officer unable to perform their job.

(3) A court security officer will be required to provide verification of a serious health condition, where applicable, from either the attending physician or a neutral party selected from a list of physicians compiled by the Director.

(4) A court security officer can take up to 12 weeks of paid or unpaid leave during any rolling 12-month period for the reasons specified in subsection (2) above.

(a) A court security officer shall have been employed for at least one year and for at least 1,250 hours during the year proceeding the start of the leave to qualify for this leave.

(b) A court security officer shall apply accumulated annual leave, bonus leave, sick leave, where applicable, and compensatory leave to cover this period of absence. Unpaid leave may be used if all other leave has been exhausted.

(c) For an expected birth or adoption, and for planned medical treatment, the court security officer shall provide the employer with 30 days advance notice.

(5) The court security officer shall file with the Administrative Authority a written statement of how accumulated time will be applied. This plan will be forwarded immediately to the administrative office of the courts for verification of time available for use.

(6) During the leave, the Judicial Branch shall continue to pay its share of the health insurance premiums for the court security officer on family medical leave. If the court security officer does not return to work, the Judicial Branch shall recapture from the court security officer the cost of the health care premiums paid during the leave.

(7) Following the leave, the court security officer shall be restored to his or her job or to an equivalent position.

(8) Leave beyond 60 days, whether paid or unpaid, may be granted by the Director.

(9) Within five (5) business days of designation or receipt of a fully executed Certification of Health Care Provider for Employee's Serious Health Condition form, the judicial branch human resources department will notify the court

security officer whether leave will be designated as FMLA leave and count towards the court security officer's FMLA leave entitlement.

(F) Leave of Absence Without Pay. The Director may grant a court security officer leave without pay for personal reasons for a period not to exceed 12 months, provided that any leave of absence without pay for reasons other than sickness or maternity may not be granted unless justified and until a suitable replacement has been found or adequate coverage has been arranged.

(1) Medical benefits for court security officers who have been granted a leave of absence without pay shall be governed by the Medical Benefits Eligibility Rules provided by the Department of Administrative Services.

(2) Any court security officer who requests a leave of absence without pay shall be required to utilize all applicable accumulated leave before being granted the leave of absence without pay.

(a) If the request for leave without pay is caused by sickness or injury, the court security officer shall utilize accumulated leave in the following order: sick, compensatory, bonus, and annual where applicable.

(b) If the request for leave without pay is not caused by sickness or injury, the court security officer shall utilize accumulated leave in the following order: compensatory, bonus, and annual where applicable.

(3) No annual leave or sick leave shall be accumulated during a leave of absence without pay.

(4) Leave of absence without pay is counted as state service for purpose of computing longevity pay.

(5) Exceptions to the leave of absence policy shall be submitted to the Director for approval.

(G) Personal Leave Days for *Per Diem* Court Security Officers. A *per diem* court security officer who has at least five years seniority and who receives at least 75% of holiday pay shall be entitled to two personal leave days. A *per diem* court security officer who has at least two years seniority and who receives at least 50% of holiday pay and who does not qualify for two personal leave days under the preceding sentence shall be entitled to one personal leave day. Personal leave days will be credited as of July 1, and shall be used on or before the subsequent June 30. They shall be lost if not used by June 30 and shall have no cash value upon termination of employment. The personal leave days must be used as full days, and the leave must be approved, in advance where possible, by the Security Manager. Requests for personal leave days shall be in writing, preferably by email, and sent to the Security Manager.

PERFORMANCE EVALUATION

(A) A formal written evaluation of each court security officer shall be completed at least once each year for all court security officers. This performance evaluation serves two purposes:

(1) to analyze the court security officer's performance during the past year, to identify strengths and weaknesses, and to compare such performance to previously set goals; and

(2) to establish performance goals for the following year, to determine the steps necessary to achieve them, and to identify the standards on which the court security officer's job performance will be rated.

(B) Performance evaluation ratings shall be considered in determining salary increases, promotions, demotions, and dismissals. Probationary evaluations excepted, written annual evaluations shall be completed prior to the court security officer's anniversary date, in a manner prescribed by the Director.

(C) The initial rating of each court security officer shall be made by the court security officer's supervisor in consultation with any or all of the judges, marital masters, or clerks of court with whom the court security officer works. If a court security officer's evaluation is less than satisfactory, it will include a list if individuals whose input was considered in the development of the evaluation.

(D) The Security Manager shall review each performance evaluation and approve, disapprove or modify each evaluation.

(E) The court security officer, the supervisor, and the Security Manager shall sign the evaluation form. The signature of the court security officer shall indicate only that the person has been informed of the rating and does not signify agreement with the rating.

(1) Any modifications made after the court security officer's signature is affixed must be read and initialed by the court security officer to indicate awareness of the modifications.

(2) A copy of the entire performance evaluation, including the signature page, shall be forwarded to the administrative office of the courts to be maintained in the court security officer's personnel file and shall be provided to the court security officer.

(F) A regular full-time or regular part-time court security officer shall receive a written evaluation indicating at least satisfactory performance in order to receive an annual merit pay increase.

(1) If any court security officer's evaluation is less than satisfactory, the court security officer's status and performance shall be reviewed for a period not to exceed 90 calendar days with a written evaluation of performance at the end of each 30-day period.

(2) At the end of the review period, if the regular full-time or regular part-time court security officer's overall job performance is evaluated as better than satisfactory, an annual merit pay increase will be granted at that time prospectively. If at the end of the review period, the overall evaluation continues to be unsatisfactory, the court security officer may be subject to demotion, termination, or other disciplinary action.

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

PHYSICAL STANDARDS

The parties hereby recognize that the physical fitness of employees vitally affects the efficient, safe, and productive operation of court security and the quality of court security services provided to the public. Each court security officer is required to maintain the level of physical fitness necessary to perform the normal duties of his/her position.

All court security officers hired on or after the effective date of this Agreement shall pass a physical fitness test prior to being employed as a court security officer. Once employed and as a condition of continued employment, the newly-hired court security officer shall be tested every three years, except that all newly-hired court security officers shall be tested at age 70 and every two years thereafter. Extensions of time for taking the physical fitness test shall be permitted in the case of temporary disabilities. All court security officers hired before the effective date of this Agreement shall be exempt from physical fitness testing.

Once employed, any newly-hired court security officer who fails to meet the standards of the physical fitness test shall be retested six months after the initial failure. Any court

security officer who fails a second consecutive physical fitness test shall be dismissed from employment as a court security officer.

The Security Manager, Court Security Training Officer, or their designee will administer the physical fitness test. The physical fitness test standards will be based on gender and age and will consist of the following events:

Push-Ups: A push-up is used to measure upper body muscular endurance and should consist of the officer placing toes and hands on the floor, making sure the back and arms are straight, and keeping the hands slightly more than shoulder-width apart. The body should be lowered until the elbows are bent at a 90 degree angle then pushed up to return to the original position.

Modified Push-Ups: A modified push-up is used to measure upper body muscular endurance and should consist of the officer placing hands and knees on the floor, making sure the back is diagonally aligned with the head and neck, arms are straight, and the hands are kept slightly more than shoulder-width apart. The body should be lowered until the elbows are bent at a 90 degree angle then pushed up to return to the original position.

Sit-Ups: A sit-up is used to measure core body muscular endurance and should consist of the officer lying on the floor with knees bent at a 90 degree angle, feet on the floor, and the arms across the chest. The officer will raise his or her upper body up completely off of the floor. At the peak height of the exercise, only the feet and buttocks should be touching the floor. The officer will then lower the body back to the original position.

1.5 Mile Run: This exercise is used to measure aerobic capacity. The aim of this test is to complete the 1.5 mile course in the shortest possible time. At the start, the officer lines up behind the starting line. On the command "go," the clock will start, and the officer will begin running at his or her own pace. Although walking is authorized, it is strongly discouraged.

The physical fitness test standards are:

1 Minute Push-Ups - Male					
Age	20-29	30-39	40-49	50-59	60+
Number	18	13	9	6	4

1 Minute Sit-Ups - Male					
Age	20-29	30-39	40-49	50-59	60+
Number	30	26	22	15	10

1.5 Mile Run - Male						
Age	20-29	30-39	40-49	50-59	60-69	70-79
Time	15:14	15:56	17:04	19:24	23:27	27:55

1 Minute Modified Push-Ups - Female					
Age	20-29	30-39	40-49	50-59	60+
Number	12	8	2	1	1

1 Minute Sit-Ups - Female					
Age	20-29	30-39	40-49	50-59	60+
Number	21	15	10	6	1

1.5 Mile Run - Female						
Age	20-29	30-39	40-49	50-59	60-69	70-79
Time	18:39	20:13	21:53	23:55	26:32	30:34

POLITICAL ACTIVITY

Court security officers may participate in political activity during non-duty hours as long as it does not create a conflict of interest, is consistent with the United States and New Hampshire Constitutions and existing statutes, and does not interfere with an court security officer's assigned duties. Participation must also be within the limitations set by other sections of this article.

(A) Activities prohibited during working hours include, but are not limited to: distribution of campaign materials, display of campaign materials within a Judicial Branch building, including political buttons and bumper stickers, solicitation of contributions for a political candidate or party, and soliciting signatures for political candidacy.

(B) Court security officers who participate in political activity during their off-duty hours shall not use their position title as influence in such activities.

(C) Court security officers shall not use court supplies, equipment, or facilities in connection with any political activity.

(D) Court security officers shall not use or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, for the purpose of influencing the vote or political action of any person.

(E) Court security officers shall not seek or hold elected office in the New Hampshire legislative or executive branches.

(F) Nothing in this rule shall be construed to limit the right of a court security officer to hold office in a constitutional convention, to express opinions, to register a party preference, and to cast a vote. Nothing in this rule shall be construed to limit the right of a court security officer to contribute voluntarily to a political party or candidate, the right to belong to a partisan political club, or to attend political party meetings and functions. Nothing in this rule shall interfere in any way with the right of freedom of speech, full criticism, or disclosure by any unit member.

PROBATIONARY OR TRAINING PERIOD

(A) Probationary Period – newly-appointed or re-appointed court security officers. Any newly-appointed or re-appointed court security officer shall serve a six-month probationary period in the position to which he or she is appointed or re-appointed. A newly-appointed or re-appointed court security officer is not eligible to apply for any vacant Judicial Branch position while in probationary status, unless approved by the Director.

(1) Any newly-appointed or re-appointed court security officer on probationary status may be dismissed or demoted by the Director.

(2) Dismissal or demotion of a newly-appointed or re-appointed probationary court security officer by the Director shall be in writing and shall be final. The Director does not need to give a reason for such a dismissal or demotion.

(B) Probationary Period – promoted or demoted court security officers. Any promoted or demoted court security officer shall serve a three month probationary period in the position to which he or she is promoted or demoted.

(1) No annual increment shall be approved while such court security officer is in probationary status. Upon successful completion of the probationary period in the new position, the annual increment that the court security officer would have been entitled to receive shall be paid.

(2) Such court security officer is not eligible to apply for any vacant Judicial Branch position while in probationary status, unless approved by the Director.

(3) This Agreement shall apply during the probationary period of such court security officer except that the Judicial Branch may determine in its sole discretion that the court security officer is not an appropriate fit for the position.

(4) A promoted court security officer may return to his or her previous position or to a similar vacant position at any time during the probationary period if such a position is available. A position shall be considered available if it has been posted and not filled by or offered to and accepted by an applicant within five working days of the offer.

(C) Extension of Probationary Period. At any time prior to the completion of the probationary period, the Director may extend the probationary period of a court security officer in a probationary status one time, for an additional maximum of three months.

(1) The court security officer shall be notified in writing of the reasons for the extension of a probationary period and the length of the extension period.

(2) Any interruption of service during the probationary period shall not be counted toward accumulation of time required to satisfy the probationary period.

(D) Waiver of Qualifications. Any court security officer who is hired by the Judicial Branch and who lacks some necessary entry level requirements may be placed in a training status for a period not to exceed 12 months. Hiring court security officers who need to be placed in a training status should only occur where there are no qualified applicants or the position is being filled by a reclassified Judicial Branch court security officer. Positions for which a training period is established shall be downgraded in labor grade for the term of the training period. The amount of downgrading shall be determined by the Director.

RECOGNITION and UNIT DESCRIPTION

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

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

Union: Reference to the "Union" as exclusive representative of the employees, means Teamsters Local 633 as appropriate under the authority of RSA 273-A, and the Employer

shall have no obligation to bargain with and shall not bargain or enter into agreements with any committee, chapter or district organization of the Union in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Union as authorized representative for such purposes. Further references to the Union in this Agreement means Teamsters Local 633, as appropriate under the authority of RSA 273-A.

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

RESIGNATION, ABANDONMENT, DEPARTING EMPLOYEES

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

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

C. A full-time or regular part-time court security officer shall be deemed to have abandoned employment if absent from work for three consecutive working days without notifying the Security Manager of the reason for absence and receiving approval for the leave unless physically or mentally unable to do so. Such a termination shall be administered as a dismissal. A *per-diem* court security officer who fails to accept three assignments to a court listed as being available for employment and on a day available for assignment in accordance with the *per diem* court security officer's repeating weekly preferences within a thirty day period, unless on an approved leave of absence, shall be determined to have abandoned employment. Before the Security Manager removes the *per diem* court security officer from employment, the Security Manager shall consult with a union steward. After consultation, the Security Manager shall make the final decision whether or not to remove the *per diem* court security officer from employment.

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

(1) A resigning court security officer shall be compensated for all unused accrued annual leave remaining to his/her credit up to a maximum of fifty (50) days.

(2) All unused accrued sick leave shall lapse upon the resignation of a court security officer.

(3) A resigning court security officer shall be compensated for legal holidays occurring on a workday if he/she is in pay status the workday prior to and the workday following a legal holiday.

(4) The resigning court security officer shall be paid all compensation as soon as possible but no later than ninety (90) days from the date of resignation. In the event that any compensation is not paid within this period of time, the judicial branch agrees that the non-payment is neither at the consent nor the fault of the resigning court security officer. The judicial branch agrees to cooperate in taking those steps necessary to have this compensation included in the "earnable compensation" for calculation of benefits with the New Hampshire Retirement System (See RSA 100-A:1, XVII), if applicable.

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

(1) A dismissed court security officer shall be compensated for all unused accrued annual leave remaining to his/her credit up to a maximum of fifty (50) days.

(2) All unused accrued sick leave days shall lapse upon dismissal of a court security officer.

(3) A dismissed court security officer shall be compensated for legal holidays occurring on a workday if he/she is in pay status the workday prior to and the workday following a legal holiday.

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

(1) A retiring court security officer shall be compensated for all unused accrued annual leave remaining to his/her credit up to a maximum of fifty (50) days.

(2) A court security officer retiring under the provisions of RSA 100-A, the New Hampshire Retirement System, shall be compensated for 50% of accumulated sick leave at the time of retirement not to exceed 60 days.

(3) A retiring court security officer shall be compensated for legal holidays occurring on a workday if he/she is in pay status the workday prior to and the workday following a legal holiday.

(4) The retiring court security officer shall be paid all compensation as soon as possible but no later than sixty (60) days from the date of retirement. In the event that any compensation is not paid within this period of time, the judicial branch agrees that the non-payment is neither at the consent nor the fault of the resigning court security officer. The judicial branch agrees to cooperate in taking those steps necessary to have this compensation included in the "earnable compensation" for calculation of benefits with the New Hampshire Retirement System (See RSA 100-A:1, XVII), if applicable.

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

(1) A sum equal to the unused accrued annual leave remaining to the court security officer's credit, up to a maximum of fifty (50) days, shall be paid to the court security officer's estate.

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

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

(4) An eligible court security officer's estate shall be paid bonus leave compensation for days accrued prior to the court security officer's death.

H. A *per diem* court security officer who resigns, is dismissed, retires, or dies shall be paid for all time worked which had not been previously paid, except that a per diem court security officer who dies while on duty in a court security-related incident shall be paid the equivalent of one year's pay, being the per diem court security officer's pay for the previous calendar year or the preceding twelve months, whichever is greater.

SEPARABILITY

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

SICK LEAVE

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

(B) Sick Leave Provisions.

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

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

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

(c) A court security officer eligible for sick leave who is unable to report to work due to the reasons stated above and who wishes to utilize sick leave shall make a good faith effort to notify the Administrative Authority as early in the day as possible to report the reason for the absence and the expected date of return to work. If the court security officer is unable to call, another person should contact the Administrative Authority with the same information.

(d) The court security officer shall continue to advise the Administrative Authority each day of absence unless an extended absence has been indicated and an alternative call schedule has been established. Failure to report to the Administrative Authority may be grounds for disciplinary action.

(2) Sick leave may be utilized only to the extent that such sick leave has been earned.

(3) For purposes of utilization, sick leave shall be converted to hours (example: 1 1/4 days equals 9.375 hours).

(4) A court security officer eligible for sick leave may use sick leave for a death in the court security officer's immediate family or other such persons as the Administrative Authority approves. Immediate family is defined as: spouse,

children, 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.

When using sick leave for bereavement leave, the court security officer shall not lose credit toward bonus leave. A court security officer may take bereavement leave with authorization as described above. Additional bereavement leave may be granted by the Director.

(5) Sick leave taken for the illness of an immediate family member requiring the care of the court security officer shall not exceed six (6) days per year unless such leave is taken pursuant to family and medical leave provisions contained in the Other Leaves article. Additional sick leave for the illness of an immediate family member may be granted by the Director. When using sick leave for dependent leave for up to six (6) days per year, an eligible court security officer shall not lose credit toward bonus leave.

(6) Court security officers eligible for sick leave shall earn sick leave during periods of leave with pay except that leave shall be credited only when the court security officer returns to work, and leave earned during such periods shall be forfeited if the court security officer fails to return to work.

(7) Court security officers eligible for sick leave shall not earn sick leave during a period of leave of absence without pay.

(8) Forfeiture of accrued sick leave as a disciplinary action shall not be authorized.

(9) No court security officer eligible for sick leave shall lose accrued sick leave when promoted, demoted or transferred provided that there is no break in service. This includes a court security officer who changes from the service of one Administrative Authority to another.

(10) A full-time court security officer who transfers from one position to another position in the Judicial Branch during an initial probationary period shall be credited with any accrued time toward sick leave earned in the first position and such earned leave shall be recognized by the receiving Administrative Authority.

(11) 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, or upon a layoff, an eligible court security officer shall receive payment in a sum equal to 50% of the number of sick leave days remaining to the court security officer's credit. However, the total number of days eligible for payment shall not exceed sixty (60) days.

(12) All eligible court security officers are entitled to participate in the NH Judicial Branch Supplemental Sick Leave Plan attached hereto as Appendix E.

(C) Proof of Illness.

(1) If a court security officer eligible for sick leave is on sick leave beyond three consecutive work days, the Administrative Authority may require a certificate from a physician. The certificate shall contain a statement that, in the physician's professional judgment, extended sick leave is necessary.

(2) A court security officer eligible for sick leave may be required, at state expense, to provide verification of illness from a neutral party selected from a list of physicians compiled by the Director if in the Administrative Authority's opinion the court security officer may not be entitled to sick leave.

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

TEAMSTERS D.R.I.V.E.

The AOC agrees to a D.R.I.V.E. check-off for Employees. Upon written authorization by the Employee, the Employer shall deduct certain amounts, as specified by the Employee, on a weekly basis and remit same on a monthly basis to the Local Union's D.R.I.V.E. account. The name of such fund is Granite State Teamsters' D.R.I.V.E. Where laws require written authorization by the Employee, same is to be furnished in the form required. No unlawful deductions shall be made.

TRAINING

INITIAL COURT SECURITY OFFICER TRAINING:
All newly-hired court security officers shall attend a two-week training session for court security officers within six (6) months of the hiring date. All newly-hired court security officers must attend firearms training and qualify with their firearm and pass OC spray training prior to receiving an assignment to a court. If employed prior to attending the two-week training session, a newly-hired court security officer will be assigned by the Security Manager to an experienced court security officer for a period of at least one week to train on all aspects of the court security officer position. Dependent upon workload of the trainer, the newly-hired court security officer may be assigned to more than one experienced court security officer for training. At the completion of initial training, the trainer(s) shall provide a written report of the training provided and an assessment as to whether the new employee has sufficiently gained the expertise necessary to allow the new employee to assume court security officer duties. Should the

new court security officer not be ready for duty, the Security Manager shall assign additional training.

ANNUAL COURT SECURITY OFFICER TRAINING:
Annual firearms and OC spray recertification classes shall be provided to all court security officers. In addition, the Judicial Branch will provide court security officers with annual refresher training on a variety of topics as deemed appropriate by the Security Manager.

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.

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

TRAVEL/MILEAGE/EXPENSES

Any court security officer traveling to a work-related location other than his or her home court shall receive mileage at the applicable Judicial Branch rate. Mileage shall be paid from the home court location, or from the employee's home, to a non-home court destination, whichever is less. Mileage shall be paid at the rate paid to executive branch employees. All tolls incurred during travel conducted for court business shall be reimbursed except for any tolls that would have been incurred in commuting from home to the home court location. This paragraph shall be retroactive to the first day of the month in which this Collective Bargaining Agreement is ratified.

Court security officers shall be reimbursed for their travel expenses within twenty-one (21) days of the date the employee/administrative authority submits the expenses to the AOC. The administrative authority shall submit to the AOC all travel reimbursement requests within five (5) days of receipt of the employee submission. Court security officers shall submit requests for reimbursement of travel expenses within forty-five (45) days of incurring the expense.

UNION REPRESENTATION

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

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

Use of Work Time: The Employer shall authorize a reasonable amount of time during the regular working hours without loss of time or pay, to permit the Steward to carry out their responsibilities in accordance with the provisions of this Agreement. The Employer agrees to use reasonable efforts to provide a confidential space for Stewards/court security officers to discuss Union business. The Union agrees that it shall guard against the use of excessive time in handling such responsibilities. Each Steward, before leaving his/her assigned work area to transact appropriate Union business, shall first obtain the consent (which consent shall not be unreasonably withheld) of his/her Administrative Authority; upon entering a work area, other than their own, the Steward shall first advise the appropriate clerk of court of his/her presence and specify the name(s) of the employee(s) to be contacted.

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

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

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

Representation of Employees: With the exception of newly-appointed or re-appointed court security officers during their probationary period, a court security officer shall be entitled to Union representation at an investigative interview or meeting if requested by the court security officer when that court security officer reasonably believes that the interview or meeting may result in disciplinary action against him/her. All parties shall be given at least 24-hour notice of such meetings except in extraordinary circumstances. The court security officer requesting the meeting will be given specific notice regarding the matters being investigated prior to the meeting. The Union representative's role at an investigative interview or meeting is to consult with the court security officer. The Employer is free to insist upon hearing the employee's own account of the matter(s) under investigation. The Parties agree that in all cases the principles of "Weingarten" and "Garrity" and other applicable case law shall be observed. The provisions of this article shall apply to all court security officers, with the exception of probationary court security officers.

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

UNION RIGHTS

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

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

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

These reports shall include, at least, the following:
- Court security officer's name
- Court security officer's home address (for Union members only)
- Court security officer's payroll number
- Court security officer's labor grade and step
- Court security officer's salary schedule
- Court security officer's business address
- Court security officer's job classification
- Court security officer's date of employment

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

The Union may utilize the Employer's electronic mail system(s) and such other systems as may be agreed upon for the duration of this Agreement for internal Union business, provided that said mailings are clearly identified as the property of the Union.

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

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

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

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

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

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

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

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

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

Personnel Investigations: The Employer shall conduct all personnel investigations in a timely manner. In all personnel investigations of court security officers, except those involving the Judicial Branch Anti-Discrimination Policy, the Union may request a meeting on the status of the investigation if it is not concluded within ninety days of the date when the AOC had clear knowledge of conduct requiring a personnel investigation covered by this paragraph. The meeting shall be held within ten business days of the request and shall be attended by a Union representative and a management representative.

WAIVER

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

DURATION

This Agreement as executed by the parties is effective as of the date of ratification, and shall remain in full force and effect until June 30, 2017, or until such time as a new Agreement is executed.

Renegotiation of this Agreement will be effective by written notice by one party to the other not later than October 15, 2016, or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after receipt of such notice.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract on the dates stated below.

Donald D. Goodnow, Director
Administrative Office of the Courts

Date: 12/1/15

David W. Laughton, Secretary/Treasurer
Teamsters Local 633 of New Hampshire

Date: 10/26/15

Linda S. Dalianis, Chief Justice
New Hampshire Supreme Court

Date: 12/2/15

Richard Laughton, Business Agent
Teamsters Local 633 of New Hampshire

Date: 10/26/15

Judicial Branch Negotiating Committee
Howard Zibel
Kim France
Jeff Smith
Jason Jordanhazy

Teamsters Negotiating Committee
Rick Laughton
Lance Walton
Steven P. Reynolds

APPENDIX A

JOB DESCRIPTION

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

DEFINITION OF WORK

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

EXAMPLES OF WORK PERFORMED

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

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

Protects the privacy and insures the safety of judges.

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

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

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

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

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

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

Performs related duties as required.

DESIRABLE EDUCATION AND EXPERIENCE

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

Considerable knowledge of modern security equipment, techniques and procedures.

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

Ability to communicate orally, clearly and concisely.

Ability to follow oral and written communications.

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

Ability to organize and maintain a secure court environment.

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

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

Skill in the operation of a handgun.

SPECIAL REQUIREMENTS

Must have a valid driver's license.

Must successfully pass a criminal records check.

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

Must demonstrate proficiency in the use of a handgun.

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

Must be in good physical condition.

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

DISCLAIMER STATEMENT

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

APPENDIX B

JOB DESCRIPTION

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

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

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

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

Protects the privacy and insures the safety of judges.

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

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

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

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

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

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

Performs related duties as required.

DESIRABLE EDUCATION AND EXPERIENCE

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

Considerable knowledge of modern security equipment, techniques and procedures.

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

Ability to communicate orally, clearly and concisely.

Ability to follow oral and written communications.

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

Ability to organize and maintain a secure court environment.

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

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

Skill in the operation of a handgun.

SPECIAL REQUIREMENTS

Must have a valid driver's license.

Must successfully pass a criminal records check.

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

Must demonstrate proficiency in the use of a handgun.

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

Must be in good physical condition.

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

DISCLAIMER STATEMENT

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

APPENDIX C

JOB DESCRIPTION

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

DEFINITION OF WORK

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

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

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

Protects the privacy and insures the safety of judges.

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

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

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

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

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

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

Performs related duties as required.

DESIRABLE EDUCATION AND EXPERIENCE

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

Considerable knowledge of modern security equipment, techniques and procedures.

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

Ability to communicate orally, clearly and concisely.

Ability to follow oral and written communications.

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

Ability to organize and maintain a secure court environment.

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

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

Skill in the operation of a handgun.

SPECIAL REQUIREMENTS

Must have a valid driver's license.

Must successfully pass a criminal records check.

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

Must demonstrate proficiency in the use of a handgun.

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

Must be in good physical condition.

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

DISCLAIMER STATEMENT

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

APPENDIX D

CSO I AND CSO II SALARY SCHEDULE

**Rates are effective 4/17/2015 (Corrected Merit 7 and 8)

LG 11

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
YEARLY	$27,436.50	$28,743.00	$30,127.50	$31,570.50	$33,091.50	$34,710.00	$36,445.50	$38,259.00
BI-WEEKLY	$1,055.25	$1,105.50	$1,158.75	$1,214.25	$1,272.75	$1,335.00	$1,401.75	$1,471.50
HOURLY	$14.07	$14.74	$15.45	$16.19	$16.97	$17.80	$18.69	$19.62
Union Dues	$13.00	$13.00	$13.00	$13.00	$13.00	$13.00	$13.00	$13.00
Fair Share	$8.70	$8.70	$8.70	$8.70	$8.70	$8.70	$8.70	$8.70

LG 16

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
YEARLY	$30,907.50	$32,370.00	$33,949.50	$35,587.50	$37,323.00	$39,117.00	$41,067.00	$43,134.00
BI-WEEKLY	$1,188.75	$1,245.00	$1,305.75	$1,368.75	$1,435.50	$1,504.50	$1,579.50	$1,659.00
HOURLY	$15.85	$16.60	$17.41	$18.25	$19.14	$20.06	$21.06	$22.12
Union Dues	$13.00	$13.00	$13.00	$13.00	$13.00	$13.00	$13.00	$13.00
Fair Share	$8.70	$8.70	$8.70	$8.70	$8.70	$8.70	$8.70	$8.70

APPENDIX E

The State of New Hampshire

ADMINISTRATIVE OFFICE OF THE COURTS

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NH JUDICAL BRANCH SUPPLEMENTAL SICK LEAVE

Plan

The New Hampshire Judicial Branch hereby establishes a Supplemental Sick Leave Plan (Plan) that allows court employees to donate sick leave to a centralized account for the use of court employees who have exhausted their own sick leave accounts.

Committee

The Judicial Branch acknowledges that there are circumstances in which court employees may be forced to utilize all accumulated leave time as a result of serious or life-threatening illnesses, injuries, or impairments. For those circumstances, the Judicial Branch will allow a court employee to apply to the Supplemental Sick Leave Committee (Committee) and, once approved, the Committee will authorize a transfer of sick leave from the Sick Leave Bank (Bank) to the sick leave account of the employee.

The Committee shall be comprised of one representative each from the Supreme Court, Superior Court, District Court, Probate Court, Family Division, and Administrative Office of the Courts. The representative from the Supreme Court shall be appointed by the Chief Justice; the representatives from the Superior Court, the District Court, the Probate Court, and Family Division shall be appointed by the respective Administrative Judge; and the representative from the Administrative Office of the Courts shall be appointed by the director.

The members of the Committee shall appoint one member as a chairperson who shall call meetings when necessary. The members of the Committee shall serve one-year terms and shall be eligible for reappointment by their administrative judge. The Manager of Operations shall provide staff to the Committee and shall not have voting rights.

Donations to Sick Leave Bank

Any non-judicial court employee may donate accumulated sick leave to the Bank. The employee's intent to donate time from accumulated sick leave must be in writing and must identify the number of hours the employee wishes to donate to the Bank. Once notified, the Manager of Operations will compile a list of employees who wish to donate time. When the Committee has approved an application for sick leave, the Manager of Operations will contact the donor employees to insure that they are still willing to donate time. When willingness is confirmed, Human Resources will transfer time from the donating employee's sick leave account to the Bank for use by the seriously ill or injured employee.

Application Process

Court employees applying for sick leave from the Bank may request no more then 90 days of sick time in any one application. There is no limit on the number of times a court employee may apply to the Committee for consideration.

The administrative authority of the requesting employee will be asked if there are any special circumstances or conditions that should be part of the request. Additionally, the administrative authority will be asked if there are any accommodations that would allow the employee to remain working or return to work earlier. The administrative authority's recommendation shall be made known only to those who will act upon the request.

The employee's physician or medical practitioner will be required to fill out a form providing information regarding the illness or injury to the Committee. The employee's request, the administrative authority's recommendation, and the medical information will be forwarded to the Committee, which will approve or deny the request in whole or in part.

The Manager of Operations shall transmit the Committee's decision to the requesting employee.

A subsequent request for additional sick leave from the Bank may be forwarded from the court employee to the Manager of Operations stating the reason(s) for the request and the amount of additional sick leave requested following the same procedure as the initial request.

The Application

The Application for Supplemental Sick Leave is a three-step process and includes three forms:

The first step requires the court employee, or his/her designee, to complete **Part I** of the **Application for Supplemental Sick Leave** form .

The second step requires the administrative authority, or his/her designee, to complete **Part II** of the **Application for Supplemental Sick Leave**.

The third step requires the employee's physician or medical practitioner to complete **Part III** of the **Application for Supplemental Sick Leave** providing the Committee with information regarding the medical condition of the requesting employee.

Conditions

The Committee shall consider only those instances where the employee has a serious or life-threatening illness, injury, impairment, or mental or physical condition. The additional sick leave required must be for a significant period of time.

All court employees have a responsibility to prudently manage sick leave to provide for coverage of ordinary illness and injury. The Committee may consider the past management of sick leave time by the requesting employee when evaluating the request.

A court employee must exhaust, or expect to exhaust, all paid leave prior to receiving supplemental sick leave. Paid leave includes sick leave, annual leave, administrative leave, bonus days, and compensatory time.

The court employee who will use the supplemental sick leave, or the employee's designee, must complete the application. No third party applications or recommendations will be considered.

Supplemental sick leave will only be granted for serious or life-threatening illnesses, injuries, impairments, or mental or physical conditions that have caused, or are likely to cause, the employee to take leave without pay. Supplemental sick leave will not be granted for common or minor illnesses, injuries, impairments or physical or mental conditions.

Effective: November 1, 2001