

***COLLECTIVE BARGAINING
AGREEMENT***

between the

STATE OF NEW HAMPSHIRE

and the

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

Service Employees International Union

Local 1984

2023 – 2025

Department of Safety

Article XLII
SAFETY

- 42.1. The Employer agrees to enter into a tool rental agreement with department mechanics of the automotive garage, communications technicians , communications supervisor I's and communications supervisor II's, and chief of operations of the communications maintenance section, and mechanics of the marine patrol wherein the Employer shall pay a fee for the employee's use of such tools in the service of the Employer. The agreement shall be of legal form and shall contain as minimum provisions the following:
- a. Rental fee of four hundred dollars (\$400.00) per year.
 - b. Ownership and use shall remain vested in the employee.
 - c. The employee shall furnish tools less than one (1) inch.
- 42.2. Exempt law enforcement employees of the Department of Safety who are required to work on a scheduled day off shall be paid at one and one-half (1.5) times the regular rate for all hours worked and shall be guaranteed a minimum of eight and one-half (8.5) hours compensation. Such employees may choose to take compensatory time off at the rate of one and one-half (1.5) hours for each hour worked in lieu of payment.
- 42.3. Employer shall provide prescription safety glasses for all members of the State Police Forensic Lab.
- 42.4. Any employee who receives a change in job assignment may state orally or in writing to the appropriate supervisor any adverse conditions which may result from the temporary assignment, and receive reasonable consideration and accommodation when possible.
- 42.5. For the purpose of determining the locations of fire extinguishers and first aid kits provided in the common agreement with all state agencies, each Motor Vehicle registration substation and the Department of Safety Service boat house at Glendale shall be considered as a separate work area.
- 42.6. The Motor Vehicle Division shall continue its efforts to provide state-owned substations with proper hygienic and environmental conditions as may promote safe and healthful working conditions.
- 42.7. The administration shall provide each employee with a manual of procedure when completed, which pertains to the Division or Department section to which he/she is assigned.
- 42.8. The presidents of Chapters 23 and 40 of the Association shall be allowed to submit, in writing, topics of employee concerns to the Commissioner, and Directors of each Division within the Department of Safety during periods when the Agency LMC is not scheduled to meet.

- 42.9. Chapters 23 and 40 shall be allowed to utilize the Department of Safety Courier Service (during its normal routine schedule) without cost to reach unit employees in the field and the electronic mail system(s) referenced in 3.3.1..
- 42.10. Job specifications shall be made available to employee on request.
- 42.11. The Employer agrees to counsel or reprimand employees in private.
- 42.12. The Deputy Fire Marshall(s), Life & Fire Inspectors, Forensic Lab Criminalist, and Tramway and Amusement Ride Inspectors shall receive an annual clothing allowance of \$350.00.
- 42.13. Notwithstanding other provisions of this Agreement, classified law enforcement personnel of the Department of Safety shall be paid at one and one-half (1.5) times the regular rate for all hours worked on a calendar holiday and shall be guaranteed a minimum of eight and one-half (8.5) hours compensation. If the calendar holiday falls on an employee's regularly scheduled day off, the employee shall receive pay for the day in an amount equal to the regular rate for eight and one-half (8.5) hours.
- 42.14. The Employer shall not charge the employee for repair/replacement of any issued equipment if loss of damage occurred in the normal performance of the employee assigned duty.
- 42.15. The Department of Safety management agrees to post on each Division's bulletin board, and mail to all enforcement personnel who are not assigned to the Headquarters office in Concord, any new job postings, area openings, and any other related filing to which an employee may be entitled for consideration.
- 42.16. An employee will be informed, immediately, in writing, of a third party complaint, and when and if a disciplinary investigation is complete and of the determination.
- 42.17. There will be six (6) handicapped parking spaces provided for Department of Safety employees.
- 42.18. Article VIII, Section 8.5. shall not apply to law enforcement employees of the Department of Safety.
- 42.19. Any non-exempt employee who is not on duty and is required by the employer to appear in court shall be compensated for all hours worked at the regular rate and shall be guaranteed a minimum of three (3) hours compensation. Witness fees paid to employees under these circumstances shall become the property of the Employer.
- 42.20. All Cash Terminal Operator I's, Cash Terminal Operator II's, Supervisor of Cash Terminal Operation and Licensing Examiners, at the DMV, shall be scheduled for forty (40) hours per week.

42.21. In addition to the rights and benefits provided herein, full time permanent employees of the Marine Patrol Bureau who are certified police officers shall:

- a. Be paid a minimum of four (4) hours at the applicable rate in lieu of the three (3) hour minimum provided for “call back” and for court or administrative appearances. If, however, the four (4) hour minimum for a court or administrative appearance would cover any on-duty hours, compensation will be paid on an hour-for-hour basis.
- b. Be entitled to two (2) additional calendar holidays per year in lieu of the two (2) floating holidays provided by Article IX, Sections 9.6 through 9.6.6. The additional days shall be Fast Day and Columbus Day.
- c. Accrue leave at the following rates in lieu of the rates provided by Article X, Section 10.1.:

Years Service	Hours per Month	Hrs per Yr/Maximum
0-1	0	12 days
2-5	10	120/256
6-10	12	144/304
11-15	14	168/352
15+	16	192/400

And be notified within three (3) days as to the approval or denial of requested leave.

- d. Not be entitled to accrue any bonus leave, notwithstanding Article XI, Section 11.1.1.

42.22. Marine Patrol Mechanics shall be issued and retain possession of the following foul and cold weather gear:

- 1 ea. Weather resistant spring/winter layered outer jacket
- 1 ea. Heavyweight rain gear
- 1 ea. Baseball cap and winter hat
- 1 ea. Water resistant insulated boots
- 1 ea. Full coverage insulated winter gloves
- 1 ea. Summer USCG (United States Coast Guard) approved summer ---
 - PFD (personnel flotation device)
 - USCG approved jacket/coat style PFD
 - USCG approved work suit PFD

- 42.22 Full and part-time employees of the Marines Patrol Bureau who use their personal vehicle to tow a Marine Patrol boat to and from their assigned duty location shall be reimbursed for miles traveled at the prevailing IRS standard mileage rate plus \$0.20 per mile to account for the increased fuel consumption and vehicle maintenance

**ARTICLES 42.23 THROUGH ARTICLE 42.31 SHALL ONLY APPLY
TO EMERGENCY COMMUNICATIONS DIVISION**

- 42.23. All vacancies in the Bureau of Emergency Communications shall be posted internally so that current employees may request transfer among shifts and/or assignments before applications are accepted from outside the Bureau.
- 42.24. Employees of the Bureau of Emergency Communications may be allowed to attend job related training on work time with the approval of the Operations Supervisor. Approval of requests to attend such training shall not be unreasonably withheld.
- 42.25. Employees of the Bureau of Emergency Communications may be permitted to swap shifts under the following conditions:
- a. the Employer will not be obligated to pay overtime due to a swap
 - b. the Employer will not be obligated to alter either employee's shift differential pay due to a swap
 - c. employees shall arrange the swap so the Employer is notified in advance of the dates, individuals, and shifts involved, so that approval may be granted
 - d. all swap must be executed and returned within the same pay week
- 42.26. As policies and procedures are updated, the Employer shall provide all employees with copies of the policies and procedures for the unit in which they work. In addition, the minutes of all Commission meetings shall be posted.
- 42.27. In addition to the provisions of Article 16.1.1, the Employer agrees to notify employees of caller complaints and to allow for employee comments on the particulars of any complaint.
- 42.28. The Employer shall establish procedures for course reimbursement for approved job related courses.
- 42.29. Telecommunications Specialists I, II or Supervisors shall be issued shirts appropriate to the season and a sweater or sweatshirt with the E-911 logo, in accordance with the following:

- a. Telecommunications Specialists I, II or Supervisors working 8 hour shifts, 5 days per week, shall be issued a total of five (5) long-sleeved shirts and five (5) short-sleeved shirts.
 - b. All other Telecommunications Specialists I, II or Supervisors shall be issued a total of four (4) long-sleeved and four (4) short-sleeved shirts.
 - c. Delivery of shirts shall be within three months of the signing of the CBA contract.
 - d. Clothing issued shall be replaced as needed with the approval of the Employer.
- 42.30. Any employee who is temporarily assigned to new headquarters shall be reimbursed for mileage in an amount equal to the difference between the employee's commute to permanent headquarters and the employee's new commute to temporary headquarters. Except in an emergency, the Employer shall first seek volunteers for transfer when permanent or temporary transfers are necessary.
- 42.31. All unit members of Communications Maintenance shall be issued the following, which shall also be replaced upon damage or excessive wear:
- 2 Knit caps with division logo;
 - 1 Three season rainproof jacket with zip out fleece liner with screen printed logos;
 - 1 Full-face ATV helmet;
 - 1 Hard hat;
 - 2 Pairs safety glasses; and
 - 2 Pairs winter gloves.
 - 5 T Shirts with division logo

**ARTICLES 42.32 THROUGH ARTICLE 42.34 SHALL ONLY APPLY
TO EMERGENCY MANAGEMENT & HOMELAND SECURITY**

- 42.32. Foul weather gear shall be made available to any employee required to work out of doors.
- 1 Rain Hat
 - 1 Rain Suit
 - 1 Pair Rain Boots
- Subject to a state appropriation.
- 42.33. An employee engaged in hazardous duty requiring the use of Level A, B, or C protection shall receive a differential of twenty five dollars (\$25.00) per hour for all hours in such protective equipment provided that there are Federal or other funds available.
- 42.34. **First Aid Kits:** The employer shall provide a first aid kit for each state vehicle.

42.35. Employees required to perform job duties including training, exercises, and/or field work shall be issued one short sleeved shirt, one long-sleeved shirt and one cold weather jacket with the HSEM logo. Clothing issued shall be replaced as needed with the approval of the Employer.

<u>Christopher T. Sununu</u>	<u>11/29/23</u>	<u>Richard Gulla</u>	<u>11/13/2023</u>
Christopher T. Sununu, Governor State of New Hampshire	Date	Richard Gulla, President	Date
Rudolph Ogden III, Chair State Negotiating Committee		State Employees' Association of NH, SEIU Local 1984	
Peter Demas Department of Personnel		Randy Hunneyman SEA Executive Branch Negotiator	
Rich Lavers Department of Employment Security		<u>SEA- Safety Negotiating Team</u> Shellie Raposo Rachael Martinez Joshua Mann Sgt. Nicholas Haroutunian Officer Casey Porter	
Lindsey Stepp Department of Revenue Administration			