



STATE OF NEW HAMPSHIRE
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL 633 OF N.H.**

Petitioner

CASE NO. S-0407-1

v.

DECISION NO. 2009-048

**STATE OF NEW HAMPSHIRE,
ADMINISTRATIVE OFFICE OF THE COURTS**

Respondent

APPEARANCES

Representing: International Brotherhood of Teamsters, Local 633 of N.H.
John D. Burke, Esq., Dumont, Morris and Burke, P.C.
Boston, Massachusetts

Representing: State of New Hampshire, Administrative Office of the Courts
Howard J. Zibel, Esq., General Counsel, New Hampshire Judicial Branch

BACKGROUND

The International Brotherhood of Teamsters, Local 633 ("Union") filed a Written Majority Authorization Petition on July 18, 2008 seeking to be certified as the exclusive representative of a bargaining unit comprised of Court Security Officers ("CSO"). The

respondent filed exceptions and objections on August 4, 2008, claiming that the proposed bargaining unit is improper because it includes RSA 273-A:8, II supervisory employees and RSA 273-A:1, IX (d) on call or irregular employees, and because there is no community of interest among some of the members of the proposed bargaining unit.

The hearing scheduled for September 26, 2008 was continued at the petitioner's request and the undersigned hearing officer conducted a hearing on December 8 and 15, 2008 at the PELRB offices in Concord. The parties had a full opportunity to be heard, to offer documentary evidence, and to examine and cross-examine witnesses. At the parties' request, the record was held open until January 2, 2009 to allow the parties to file briefs. Both parties have filed briefs, and the record is closed. The parties' stipulated facts are set forth below as Findings of Fact 1-38.

FINDINGS OF FACT

1. The State of New Hampshire, Administrative Office of the Courts ("AOC") is a public employer within the meaning of RSA 273-A:1, X.
2. The Petitioner, International Brotherhood of Teamsters, Local 633 is an employee organization seeking to become the exclusive bargaining representative of all employees in the positions of per diem Court Security Officers ("CSO") (including "default" and "floater" CSOs) and CSO Is and CSO IIs, through a Written Majority Authorization.
3. That the employees in the positions of Court Security Officer I and Court Security Officer II do not exercise supervisory authority involving the significant exercise of discretion as set forth in RSA 273-A:8, II (with the exception of Jason Jordanhazy, as Interim Security Director, and Susan Barnard, CSO II, as scheduling officer).

4. The parties contest whether Arthur St. Laurent, a CSO II, is a supervisor within the meaning of RSA 273-A:8, II.
5. There are 8 full-time CSO IIs.
6. There are 2 full-time CSO Is.
7. There are 2 part-time CSO IIs.
8. There are 101 default per diem CSOs, also known as “default” CSOs.
9. There are 42 floater per diem CSOs.
10. There are 31 district courts and the New Hampshire Supreme Court covered by either per diem CSOs (or “default” or “floater” CSOs), CSO Is or CSO IIs.
11. Of the 32 courts, 21 have no CSO I or CSO II assigned on a weekly basis.
12. The Job Descriptions for the positions of default and floater per diem CSOs and the Job Descriptions for the positions of CSO I (regular/full-time), CSO I (regular/part-time) and CSO II (regular/full-time) are *virtually* identical.
13. All new per diem CSOs, CSO Is and CSO IIs are required by the AOC to attend 2 weeks of identical training. After the first year of training, all per diem CSOs, CSO Is and CSO IIs receive identical recertification training by the AOC.
14. The New Hampshire Court Security Procedure Manual provides detailed information concerning the duties and responsibilities of all per diem CSOs, CSO Is and CSO IIs, relative to court security. All new per diem CSOs are provided a copy of the New Hampshire Court Security Procedure Manual and are required to review the contents as part of their orientation process. All per diem CSOs (or “default” or “floater” CSOs), CSO Is and CSO IIs are required to review the New Hampshire Court Security Procedure Manual on an annual basis.

15. All employees in the positions of per diem CSO (or “default” or “floater” CSOs), CSO I and CSO II are employed by the State of New Hampshire and work for the AOC.
16. All employees in the positions of per diem CSO (or “default” or “floater” CSOs), CSO I and CSO II are paid by the State of New Hampshire.
17. All per diem CSOs (or “default” or “floater” CSOs) are paid at a rate of \$65 per day.
18. The AOC uses 2 NH Court System Benefit Packages – one following the hiring of per diem CSOs and another following the hiring of full-time CSO I and IIs. Except for benefits associated with each position, all other policies listed are applicable to both per diem CSOs, CSO I and II positions such as: Liberty Networks (worker’s compensation), the Employee Assistance Program, direct deposit, and American’s with Disabilities policy, anti-discrimination policy, equal opportunity policy, sexual harassment policy, personal security policy, and Court Security Procedure Manual.
19. Full-time CSO I and IIs receive all the benefits of full-time employment by the State of New Hampshire and are subject to the Judicial Branch Personnel Rules. Per diem CSOs do not receive all of the benefits of full-time employment by the State of New Hampshire.
20. Ron Soucy is a full-time CSO II Working primarily in Manchester.
21. John Dube is a full-time CSO II working primarily in Nashua.
22. Ron Lesperance is a full-time CSO II working primarily in Salem.
23. Lance Walton is a full-time CSO II working primarily in Keene.
24. Bernie Hughes is a full-time CSO II working primarily in Plymouth.
25. Al Stewart is a full-time CSO II working primarily in Dover.
26. Charles Langevin was a full-time CSO II working primarily in Derry until his retirement in September 2008.

27. Michael Mone is a full-time CSO II working primarily in Portsmouth.
28. Susan Bardnard is a full-time CSO II working primarily at the New Hampshire Supreme Court.
29. Tim Lannini is a full-time CSO I working primarily in Laconia.
30. Dorothy Van Dyke is a full-time CSO I working primarily in Rochester.
31. Arthur St. Laurent is a part-time CSO II assigned to the AOC and the New Hampshire Supreme Court.
32. Peter Hamilton is a part-time CSO II working primarily in Concord.
33. The Master CSO Schedules for the weeks ending January 5, 2008 to November 29, 2008, reflect the coverage that actually occurred in a given court on a given day.
34. None of the employees in the position of CSO I or II hire, have the authority to hire, or recommend hiring per diem CSOs.
35. None of the employees in the position of CSO I or II prepare or have the authority to prepare written evaluations of per diem CSOs.
36. None of the employees in the position of CSO I or II hire or fire per diem CSOs.
37. None of the employees in the position of CSO I have the authority to discipline or to recommend discipline for per diem CSOs.
38. The per diem CSOs share a community of interests.
39. There are 4 CSO positions in the proposed bargaining unit: CSO II, CSO I, Default Per Diem CSO ("Default CSO"), and Floater Per Diem CSO ("Floater CSO"), with CSO II being the highest position and Floater CSO being the entry level position. CSOs are responsible for providing court security at the State's 31 District Courts and at the New Hampshire Supreme Court.

40. The State has divided the 31 District Courts into 4 regions, and each region has a home court to which a CSO II is assigned. The northern part of the state is Region I, and the home court is Plymouth District Court. The western part of the state is Region II, and Keene District Court is the home court. The southern part of the state is Region III, and Salem District Court is the home court. The eastern/seacoast part of the state is Region IV, and Dover District Court serves as the home court.

41. All CSOs receive the same training consisting primarily of a 1 day initial firearms training followed by a 2 week court security training course later in the year. The 2 week course is provided through the New Hampshire Police Standards and Training Academy, and enrollment is not limited to CSOs. For example, Sheriff Department employees, who provide court security in the Superior Court, also attend.

42. All CSOs receive the same equipment, including firearms' ammunition, handcuffs, handcuff holder, OC spray, a radio, a badge with a name tag, and a separate photo identification card indicating the individual is a CSO for the Administrative Office of the Courts. CSOs are not required to wear uniforms, but are told the preferred dress is gray slacks, white shirt, tie, and blue blazer. Most CSOs dress in this manner.

43. All CSOs work an 8:00 a.m. to 4:00 p.m. schedule, with exceptions in the event court remains in session later than 4:00 p.m. on a given day, or if a particular CSO is only working a partial day. Deviations from the 8:00 a.m. to 4:00 p.m. schedule are the exception, and not the norm.

44. The terms and conditions of Full time/Part time CSO I and II's employment are determined by the Judicial Branch Personnel Policy. CSO I and II's accrue paid annual leave, sick time, and holidays. The Judicial Branch Personnel Policy contains a grievance procedure.

45. Default and Floater CSOs work from 1 to 5 days per week and are paid \$65 per day and \$35 for a half day. A Default CSO is assigned to the same District Court, and always “defaults” or reports to that court for work. A Floater CSO typically works at the same District Court for most of the year, but is more likely than other CSOs to be assigned to work at other District Courts as well.

46. The State pays Default and Floater CSOs an hourly pro-rata rate for additional time worked. They can request and receive unpaid time off for vacation, medical appointments, and similar matters. They are not entitled to holiday pay. By its terms, the Judicial Branch Personnel Policy does not apply to Default and Floater CSOs, although the State cited provisions of this policy in a letter written in connection with the termination of a Default CSO.

47. The CSO “Master Schedule” is maintained by Susan Barnard. She is a CSO II and is the Chief Security Officer at the New Hampshire Supreme Court. She works under the direction of Jason Jordanhazy, who has served as the Interim Security Manager for the Administrative Office of the Courts for the past 4 years. He previously served as the Chief Security Officer for the New Hampshire Supreme Court.

48. At the time they are hired new per diem CSOs reach an understanding with the State on the days per week they are available to work such as, for example Monday through Friday, or Monday and Thursday. These scheduling arrangements are reflected in various State records, such as State Exhibit 6 (CSO List as of December 5, 2008) and Union Exhibit 11 (Ms. Barnard’s scheduling “cheat” sheet). Ms. Barnard schedules per diem CSOs on the basis of these understandings. Some Default and Floater per diem CSOs work 5 days per week, while others work a reduced weekly schedule. However, their weekly schedules are essentially fixed, unless

they accept a request to work an additional day or they miss work for reasons such as vacation, medical issues, or other legitimate reasons.

49. Around the middle of each month Ms. Barnard prepares a Master Schedule for the following month. Because CSO I and IIs and Default CSOs report to the same court each week, their schedule repeats each month, and Ms. Barnard does not regularly contact them about scheduling since these CSOs already know where and when they are expected to report to work.

50. A Floater CSO's schedule also generally repeats each month as to the days of the week they will work. However, Ms. Barnard still contacts the Floater CSOs by the end of the month regarding the specific District Courts to which they should report for work the following month.

51. Whether Floater or Default per diem CSOs work does not depend upon whether other CSOs have declined to work or turned down a shift. There are only 12 full and part-time CSO I and IIs. In order to provide court security during the course of the year most, but not all, per diem CSOs must be scheduled to work on a regular basis.

52. The State does not maintain an "on call" list of per diem CSOs who are contacted to work. In the event CSO coverage is needed at a particular court due to a CSOs absence on account of sickness, annual leave, or other reasons Ms. Barnard first identifies and contacts available Floater CSOs, and then she proceeds to contact Default CSOs if necessary. Usually Ms. Barnard is able to schedule coverage in such situations without contacting CSO I and IIs.

53. The roster of per diem CSOs as of December 5, 2008 is included in State Exhibit 6. The extent to which these employees were scheduled and worked during the first 47 weeks of 2008, ending November 29, 2008, is reflected in Union Exhibit 6 (the Master CSO Schedule) and State Exhibit 1-a (a listing of individual employment history for the first 31 weeks of 2008). This data is also summarized in State Exhibits 1, 2 and 3 and in the Appendix to the Union's brief. A

listing of per diem CSOs as of July 25, 2008 with date of hire information is contained on the State's CSO List of July 25, 2008, filed with the PELRB pursuant to Pub 301.05.

54. Art St. Laurent is a part-time CSO II. He serves as the training officer, and is responsible for orienting new hires and overseeing the training they receive. He also fills in for Jason Jordanhazy when Mr. Jordanhazy is on vacation or absent from his office for other reasons. This typically involves 10-15 days per year. When covering for Mr. Jordanhazy, Mr. St. Laurent acts as a substitute Interim Security Manager with limited responsibility. He answers the phone, documents calls, and forwards matters as necessary to appropriate parties. He does not follow up on such referrals. Mr. St. Laurent does not hire, fire, evaluate, schedule, supervise, or discipline other CSOs when filling in for Mr. Jordanhazy or otherwise.

DECISION

DECISION SUMMARY

The proposed bargaining unit contains 40 per diem CSOs who are persons employed irregularly or on call within the meaning of RSA 273-A:1, IX (d). These individuals are listed in Appendix One to this decision and they are excluded from the proposed bargaining unit. CSO II Art St. Laurent does not qualify as a supervisory employee within the meaning of RSA 273-A:8, II and the State's request to exclude Mr. St. Laurent is denied. There is a sufficient community of interest among the remaining members of the proposed bargaining unit to justify their inclusion in the bargaining unit, and accordingly a bargaining unit comprised of the 114 remaining CSO I and IIs and per diem CSOs is approved. These individuals are listed in Appendix Two to this decision. The Union's request for certification as the exclusive representative of the approved bargaining unit on the basis of the submitted authorization cards is granted, as the authorization cards establish that there is a written majority authorization for the

Union to act as the exclusive representative of the approved bargaining unit. A Certification of Representative and Order to Negotiate will issue in accordance with Pub 301.05 (m).

JURISDICTION

The PELRB has jurisdiction of all petitions to determine bargaining units and certify the exclusive representative of an approved bargaining unit through the process of written majority pursuant to RSA 273-A:8, 273-A:10, IX and Pub 301.05.

DISCUSSION

RSA 273-A:1, IX defines a public employee as “any person employed by a public employer except....(d) Persons in a probationary or temporary status, or employed seasonally, irregularly, or on call.” The court has applied dictionary definitions for the terms “irregular” and “on call,” stating that “[i]rregular is defined as ‘lacking continuity or regularity of occurrence, activity, or function and [o]n call means ready to respond to a summons or command. *In re Town of Stratham*, 144 N.H. 429, 431 (1999). In *Stratham* the part-time officers worked “substantial hours” but had no set day to work and only worked when a shift opened because a full-time officer was unavailable. They were excluded from the bargaining unit under consideration because they were deemed “on-call employees who work on an irregular basis.”

This case involves 154 individual employees¹ listed on State Exhibit 6, which represents all CSOs as of December 5, 2008. The large number of and extensive use of per diem CSOs to provide court security is to be expected, since there are only 12 CSO I and IIs, and the full staffing of the involved courts requires upwards of 75 to 80 CSOs on any given day. However, instead of maintaining a workforce of 75 or more CSO I and IIs, the State supplements the relatively small number of CSO I and IIs with a “per diem” CSO workforce of approximately

¹ NB: George R. Delancey is entered twice on page 2 of State Exhibit 6.

142 employees. The “per diem” terminology is not dispositive nor controlling of an individual employee’s status under RSA 273-A:1, IX (d).

As a group, per diem CSOs are regularly scheduled, an unavoidable arrangement given the large number of CSOs required to provide security to the State’s district courts and the small number of CSO I and IIs. However, whether per diem CSOs are “persons” employed irregularly or on call cannot be resolved by general conclusions about the per diem CSO position but must be determined on an employee by employee basis because of the varying degrees to which individual per diem CSOs are scheduled and employed. An employee by employee determination is also in accord with the statute given the legislature’s use of the term “person” in RSA 273-A:1, IX (d).

Evidence concerning how individual per diems CSO employees are scheduled and actually employed was provided in part through testimony from Susan Barnard, a CSO II whose primary responsibility is scheduling CSOs. Ms. Barnard schedules on the basis of information from the various courts about the court’s schedule for an upcoming month. In general, she contacts all floater per diem CSOs each month to advise them of their court assignment and work schedule for the following month. She does not have the same level of communication with default per diem CSO or the CSO I and IIs, as these employees generally have a repeating work schedule and therefore already know their work week and court assignment. Under Ms. Barnard’s scheduling system, per diem CSOs work from one to five days per week. From time to time, Ms. Barnard assigns CSOs on short notice because of the unanticipated availability of a previously scheduled CSO I or II or per diem CSO. However, she does not maintain a “call” list per se, but she does have a “cheat” sheet to which she refers, which lists all CSOs and contains general information about their availability.

Additional relevant and probative evidence concerning how individual per diem CSOs are in fact scheduled and employed was provided through documentary evidence, principally State Exhibit 2 (Days Worked, First 31 weeks of 2008); State Exhibit 1-a (Employee documentation relevant to State Exhibit 1-3); and Union Exhibit 6 (Master CSO Schedule, weeks ending 1/6/2008 to 11/29/2008). Together with Ms. Barnard's testimony, these records comprise the primary basis for the determination of the irregular and on call issue. The time frame, or reporting period, covered by these records is approximately the first 47 weeks of 2008, ending with November 29, 2008. In reviewing these records more weight is given to recent evidence concerning how a particular employee is scheduled.

Based upon scheduling and employment patterns, and taking into account extensive and unexplained gaps in the employment of some per diem CSOs, as well as hire dates, it is possible to determine who among the individual per diem CSOs were employed regularly and who were employed irregularly or on call during the reporting period. This conclusion cannot be based upon an individual's status as a "floater" or a "default" per diem CSO, as some default per diem CSOs are irregular or on call employees, and some floater per diem CSOs are employed regularly. The fact that some per diem CSOs work as little as 1-2 days per week is not determinative. A reduced work schedule is the sine qua non, or essence, of part-time employment, and the fact of part-time employment is not enough, by itself, to exclude an employee from a proposed bargaining unit.

My conclusions as to the status of the individual employees listed on Defendant Exhibit 6 are set forth in Appendix One and Two to this decision. Appendix One documents those employees excluded from the proposed bargaining unit, and contains date of hiring information

and the number of weeks worked during the reporting period. Appendix Two documents those employees included in the proposed bargaining unit, and contains similar information.

With a few minor exceptions, most of the employees included in the proposed bargaining unit either worked or were on track to work the equivalent of 44 weeks or more annually and were also regularly scheduled and employed during the six month period ending November 29, 2008, taking into account their date of hire. The 44 week benchmark also provides for reasonable, but not excessive time away from work, and it reflects an allowance for time off, either for annual leave, illness, or similar reasons, even though such leave is not formally structured into the employment arrangement applicable to individual per diem CSOs. There are some variations above and below the 44 week benchmark, but not to a degree which would require the individual employee's exclusion as irregular or on call. However, extensive time away from employment without explanation or justification in the record does lead to the conclusion that some per diem CSOs are persons employed irregularly or on call, as can be seen upon a review of the underlying records pertaining to the individuals listed in Appendix One to this decision.

The next issue is whether part-time CSO II Arthur St. Laurent is a supervisor who should be excluded from the proposed bargaining unit. RSA 273-A:8, II provides that "[p]ersons exercising supervisory authority involving the significant exercise of discretion may not belong to the same bargaining unit as the employees they supervise." Important factors to consider include an "employee's authority to evaluate other employees, the employee's supervisory role, and the employee's disciplinary authority." *Appeal of Town of Stratham*, 144 N.H. 429, 432 (1999). It is appropriate to examine the degree of significance of the exercise of discretion as well as the propensity to create conflict within the bargaining unit because of the differing duties

and relationships. See *Londonderry Executive Employee Association v. Town of Londonderry*, PELRB Decision No. 2001-118. See also *Teamsters Local 633 of NH/Newmarket Public Works Employees and Town of Newmarket*, PELRB Decision No. 2008-127 and *Tilton Police Union, NEPBA Local 29 v. Town of Tilton*, PELRB Decision No. 2007-100.

The evidence about Mr. St. Laurent's duties and responsibilities, including the fact that he provides coverage for Jason Jordanhazy, the Interim Security Director, in Mr. Jordanhazy's absence, is insufficient to establish that Mr. St. Laurent is engaged in matters of employee hiring, firing, discipline, or evaluation in a meaningful or significant way. Mr. St. Laurent does not exercise "supervisory authority involving the significant exercise of discretion" requiring his exclusion from the proposed bargaining unit. Accordingly, the State's request to excluded Mr. St. Laurent is denied.

The State has also raised objections based upon an alleged lack of community of interest among the employees in the proposed bargaining unit. Some community of interest criteria are set forth by statute and others are outlined in the PELRB's rules. RSA 273-A:8, I provides:

I. The board or its designee shall determine the appropriate bargaining unit and shall certify the exclusive representative thereof when petitioned to do so under RSA 273-A:10. In making its determination the board should take into consideration the principle of community of interest. The community of interest may be exhibited by one or more of the following criteria, although it is not limited to such:

- (a) Employees with the same conditions of employment;
- (b) Employees with a history of workable and acceptable collective negotiations;
- (c) Employees in the same historic craft or profession;
- (d) Employees functioning within the same organizational unit.

Pub 302.02 provides additional criteria:

(a) An appropriate bargaining unit shall be characterized by the existence of a community of interest shared by its members.

(b) In determining the appropriate bargaining unit, the board shall consider the following as evidence of a community of interest, in addition to the elements set out in RSA 273-A:8, I(a) through (d):

(1) A Common geographic location of the proposed unit;

(2) The presence of:

a. Common work rules and personnel practices; and

b. Common salary and fringe benefit structures; and

(3) The self-felt community of interest among employees.

In this case the employees in the proposed bargaining unit work in the same craft or profession and function in the same general organizational unit under the overall direction of the Administrative Offices of the Courts. They share common work rules in the form of the New Hampshire Court Security Procedure Manual applicable to the discharge of all CSOs' official duties. CSOs also share a common work environment, although the various courthouses are disbursed throughout the state.

Additionally, per diem CSOs receive the same training and in most respects have the same duties and responsibilities as CSO I and IIs. All CSOs share a common mission – providing courtroom security. All CSOs receive the same equipment, including firearms' ammunition, handcuffs, handcuff holder, OC spray, a radio, a badge with a name tag, and a separate photo identification card indicating the individual is a CSO for the Administrative Office of the Courts. Although CSOs are not required to wear uniforms, most wear the easily identifiable and preferred dress of gray slacks, white shirt, tie, and blue blazer. Most work an 8:00 a.m. to 4:00 p.m. schedule.

There are differences in some of the current employment arrangements for CSO I and IIs and per diem CSOs. However, for the most part, these differences are attributable to unilateral action by the State as employer, and are not the result of any innate or intrinsic differences in the duties and responsibilities of CSO I and IIs as compared to per diem CSOs. While such differences are duly noted, they are insufficient to outweigh the other evidence which supports a finding that the employees in the proposed bargaining unit share the requisite community of interest. Accordingly, I find that there is an adequate community of interest among CSO Is, CSO IIs, and per diem CSOs such that it is appropriate for their inclusion in the same bargaining unit.

Based upon the evidence submitted into the record, the Union's petition to establish a bargaining unit of court security officers is granted, with the appropriate bargaining unit being determined as follows:

Included: Court Security Officer I, Court Security Officer II, Court Security Officers/Per Diem Court Security Officers.

Excluded: Interim Security Director, CSO II-Scheduling Officer.

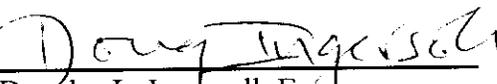
The individuals listed in Appendix One to this decision are excluded from the bargaining unit as they are persons employed irregularly or on call and any authorization cards from such individuals shall not be used to determine whether there is a written majority authorization. The bargaining unit consists of the 114 employees listed in Appendix Two to this decision, and authorization cards signed by these individuals shall be counted to determine whether there is a written majority authorization. Based on these figures, at least 58 authorization cards from individuals listed in Appendix Two to this decision are required to establish a written majority authorization in this case.

After a confidential inspection of the authorization cards, I hereby certify that there is a written majority authorization for the Union to serve as the exclusive representative of the

approved bargaining unit based upon the authorization cards on file. A Certification of Representative and Order to Negotiate will issue in accordance with Pub 301.05 (m).

So ordered.

March 10, 2009



Douglas L. Ingersoll, Esq.
Hearing Officer

Distribution:
John D. Burke, Esq.
Howard J. Zibel, Esq.

**APPENDIX ONE
TO DECISION 2009-048**

Employees listed on Defendant Exhibit 6 who are excluded from Bargaining Unit based upon 47 week reporting period ending November 29, 2008

	Last Name	First Name	Hire Date	Weeks Worked
1	Audit	Kayla	4/21/2008	0
2	Baker	Donald	11/21/2006	5
3	Barnard	Susan	Excluded by Agreement	
4	Barnard	William	8/24/2001	16
5	Barnes	Charles	5/14/2007	22
6	Beaulieu	William	2/10/2003	24
7	Casian	James	5/12/2004	29
8	Covie	Frank	7/5/2002	10
9	Crocker	Logan	3/21/2008	17
10	Daggett	Dennis	Post 7-08	0
11	Davison	Herman	3/5/2006	28
12	Dicey	Wendell	4/16/2008	16
13	Diversi	William	11/20/2007	10
14	Dunham	Thomas	2/15/2008	9
15	Faer	Steven	10/18/2002	11
16	Forbes	William	5/7/2007	33
17	Guile	Larry	6/29/2005	0
18	Hicks	Ernest	Post 7-08	0
19	Hildreth	Robert	7/6/2006	0
20	Hodgdon	Donald	3/21/2004	25
21	Jobes	Gary	7/16/2004	12
22	Johnson	Harold	5/22/2003	23
23	Kley	Robert	4/18/2005	25
24	Long	William	1/3/2007	19
25	McLellan, Sr.	Ryan	4/16/2008	12
26	Nelson	Ronald	7/9/2007	18
27	Norris	Richard	7/24/2007	15
28	O'Connell*	Richard	3/29/2005	37
29	Raposa, Jr	George	12/20/2006	24
30	Ricciotti	Domenic	2/20/2008	23
31	Robinson	Chandler	Post 7-08	0
32	Ruggiero	Paul	12/20/2006	3
33	Silva	Dana	8/7/2006	22
34	Smith	Charles, B	6/2/2003	19
35	Solari	William	10/18/2004	10
36	Tennyson	Denise	3/29/2007	22
37	Therault	Steven	8/2/2006	13
38	Therrien	James	4/22/2002	8
39	Tibbetts	Dean	1/3/2008	5
40	Yorke	Thomas	3/8/2007	0

*Not scheduled since 9-18-2008

APPENDIX TWO TO DECISION 2009-048

Employees listed on Defendant Exhibit 6 who are included in Proposed Bargaining Unit based upon 47 week reporting period ending November 29, 2008

	Last Name	First Name	Hire Date	Weeks Worked	Comment
1	Andersen, Jr	Richard	May-07	45	
2	Beach	Michael	After 7/25/2008	5	Regularly scheduled since hired
3	Bell	Richard	2003	41	Scheduled regularly
4	Benoit	Paul	2/29/2008	38	Regularly scheduled since hired
5	Bergeron	Albert	2005	42	Scheduled regularly
6	Bernard	Wilbert	6/4/2008	23	Regularly scheduled since hired
7	Bernhardt	John	2005	46	Scheduled regularly
8	Berrio	Richard	After 7/25/2008	5	Regularly scheduled since hired
9	Billert	Sean	After 7/25/2008	15	Regularly scheduled since hired
10	Bilodeau	Andrew	8/5/2002	47	Scheduled regularly
11	Birnbaum	Jerome	2007	47	Scheduled regularly
12	Bolton	Thomas	6/11/2008	24	Regularly scheduled since hired
13	Borden	Richard	2005	48	Scheduled regularly
14	Bouchard	Peter	After 7/25/2008	15	Regularly scheduled since hired
15	Bourgault	Jeremiah	After 7/25/2008	4	Regularly scheduled since hired
16	Brown	Gerald	2006	44	Scheduled regularly
17	Burnham	Bruce	2006	47	Scheduled regularly
18	Burrows	Stephen	After 7/25/2008	6	Regularly scheduled since hired
19	Caprarello, Jr	Rocco	2007	46	Scheduled regularly
20	Carlson	Gregory	After 7/25/2008	7	Regularly scheduled since hired
21	Ciampa-Spear	Gail	4/21/2008	30	Regularly scheduled since hired
22	Conant	Paul	6/2/2008	24	Regularly scheduled since hired
23	Cook	John	2001	45	Scheduled regularly
24	Crowley	Leonard	2001	38	Scheduled regularly
25	Dalton	Robert	2007	47	Scheduled regularly
26	Dauphin	Stanley	6/30/2008	22	Regularly scheduled since hired
27	Dean	John	2001	48	Scheduled regularly
28	Delancey	George	3/7/2008	36	Regularly scheduled since hired
29	DeHotman	Deane	After 7/25/2008	4	Regularly scheduled since hired
30	Dube	John	6/28/1905	CSO II	Full Time

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	Last Name	First Name	Hire Date	Weeks Worked	Comment
31	Dugal	Drew	After 7/25/2008	6	Regularly scheduled since hired
32	Dunn	John	11/1/2005	48	Scheduled regularly
33	Dusavitch	Ronald	9/19/2006	41	Scheduled regularly
34	Early	William	7/9/2004	47	Scheduled regularly
35	Famiglietti	John	After 7/25/2008	6	Regularly scheduled since hired
36	Ferrigno	Michael	9/11/2007	48	Scheduled regularly
37	Foley	William	3/21/2005	48	Scheduled regularly
38	Fontaine	John	7/5/2005	46	Scheduled regularly
39	Fox	Andrew	7/17/2006	48	Scheduled regularly
40	Gelestino	Donald	5/11/2006	45	Scheduled regularly
41	Genesco	Peter	After 7/25/2008	5	Regularly scheduled since hired
42	Grady	William	6/7/2004	46	Scheduled regularly
43	Graves	Benjamin	3/7/2008	36	Regularly scheduled since hired
44	Griffin	William	1/29/2008	40	Regularly scheduled since hired
45	Guinard	Roger	6/18/2005	48	Scheduled regularly
46	Hamilton	Peter	2/6/2006	40	Scheduled regularly
47	Hodge	Glen	3/20/2006	47	Scheduled regularly
48	Houghton	Larry	8/24/2001	37	Scheduled regularly
49	Hoyt	Douglas	11/12/2002	43	Scheduled regularly
50	Hughes	Bernard	3/1/1996	CSO II	Full Time
51	Jaworski	Wayne	1/12/2004	38	Scheduled regularly
52	Jenkins	Leamon	4/7/2004	46	Scheduled regularly
53	Jensen	Rolfe	3/18/2008	33	Regularly scheduled since hired
54	Kiernan	Bernard	4/24/2002	48	Scheduled regularly
55	Klaver	Randy	6/2/2008	24	Regularly scheduled since hired
56	Kraus	Eilen	9/6/2006	46	Scheduled regularly
57	Laazouzi	Karim	3/5/2007	43	Scheduled regularly
58	LaFlamme	Richard	7/9/2007	31	Scheduled regularly since 4-08
59	Landers, Jr.	Gerard	8/8/2007	46	Scheduled regularly
60	Lanini	Timothy	8/26/2005	CSO I	Full Time
61	LaRock	A. John	10/30/2007	46	Scheduled regularly
62	Larrow	Michael	1/22/2007	48	Scheduled regularly
63	Lass	Frank	10/18/2002	48	Scheduled regularly
64	Lawton	Walter	1/8/2004	43	Scheduled regularly
65	Lefebvre	Richard	8/24/2001	46	Scheduled regularly
66	Leibowitz	Shayna	5/27/2008	26	Regularly scheduled since hired
67	Lemieux	Richard	1/22/2002	47	Scheduled regularly
68	Leonard	Kevin	1/29/2008	42	Regularly scheduled since hired
69	Lesperance	Ronald	8/16/1996	CSO II	Full Time

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	Last Name	First Name	Hire Date	Weeks Worked	Comment
70	Levesque	Robert	3/18/2008	31	Regularly scheduled since hired
71	Libardi	Richard	10/1/2002	45	Scheduled regularly
72	Lord	Charles	4/22/2002	47	Scheduled regularly
73	Lord	Betty	12/27/2007	43	Scheduled regularly
74	Maiorano	Michael	12/8/2003	42	Scheduled regularly
75	Martin	Cynthia	2/20/2008	31	Regularly scheduled since hired
76	Mills	Patrick	5/24/2007	48	Scheduled regularly
77	Mone	Michael	6/23/2005	CSO II	Full Time
78	Morgenthal	Deney	After 7/25/2008	4	Regularly scheduled since hired
79	Morse, Jr.	Paul	3/15/2006	36	Scheduled regularly
80	Nolan	William	8/24/2001	48	Scheduled regularly
81	Nolin	Raymond	4/9/2008	24	Regularly scheduled since hired
82	Papleacos, Jr.	Stephen	9/26/2005	47	Scheduled regularly
83	Parris	Brian	1/30/2008	42	Regularly scheduled since hired
84	Piotrowski	Robert	4/22/2002	45	Scheduled regularly
85	Pires	Anibal	8/2/2004	48	Scheduled regularly
86	Place	Frederick	4/8/2005	44	Scheduled regularly
87	Pollock	Robert	1/3/2007	42	Scheduled regularly
88	Ralph	John	9/15/2003	47	Scheduled regularly
89	Ramos	Jose	5/29/2007	47	Scheduled regularly
90	Rapoza	Lisa	5/7/2008	26	Regularly scheduled since hired
91	Reinholz	Ian	4/23/2008	27	Regularly scheduled since hired
92	Robbins	Bryan	10/4/2007	44	Scheduled regularly
93	Ronchi	Michael	10/15/2007	44	Scheduled regularly
94	Shuler	Jack	6/16/2008	23	Regularly scheduled since hired
95	Skaff	George	10/31/2002	47	Scheduled regularly
96	Small, Jr.	Henry	10/27/2005	48	Scheduled regularly
97	Smith	Robert	4/16/2008	25	Regularly scheduled since hired
98	Socha	Neal	11/14/2007	47	Scheduled regularly
99	Soucy	Ronald	6/22/1998	CSO II	Full Time
100	St. Laurent	Arthur	3/18/2005	CSO II	Part time
101	Stead	David	6/21/2007	48	Scheduled regularly
102	Steele	Thomas	After 7/25/2008	3	Regularly scheduled since hired
103	Stewart	Alan	1/19/2007	CSO II	Full Time
104	Stowers	Ronald	3/21/2005	41	Scheduled regularly
105	Sullivan	Michael J.	1/3/2007	48	Scheduled regularly
106	Sullivan	Michael S.	6/17/2008	23	Regularly scheduled since hired
107	Tichko	Richard	7/31/2008	15	Regularly scheduled since hired

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	Last Name	First Name	Hire Date	Weeks Worked	Comment
108	Towne	Andrew	11/8/2004	37	Scheduled regularly
109	Valliere	James	10/29/2007	48	Scheduled regularly
110	VanDyke	Dorothy	1/15/2007	CSO I	Full Time
111	Vanetti	James	8/22/2007	41	Scheduled regularly
112	Walton	Lance	4/9/1999	CSO II	Full Time
113	Webster	David	7/15/2002	48	Scheduled regularly
114	Woodward	Lee	10/24/2005	47	Scheduled regularly