

Preamble:

~~*Adjutant General, Department of~~

~~****Military Affairs and Veterans Services***~~

~~Cultural Resources, Department of~~

[balance of the Preamble is unchanged]

~~5.7. Agency Fee: Any full-time employee who is not a member of the Association shall be required to pay a fee to the Association as a condition of employment in accordance with the following provisions:~~

~~a. This provision shall take effect only when the Association can demonstrate that the sum of its membership in all bargaining units is equal to 60% of the eligible fulltime permanent employees in all bargaining units.~~

~~b. Employees who are exempt from the definition of employee contained in RSA 273-A or designated by the Employer as human resources employees shall not be counted as eligible bargaining unit employees and shall be exempt from the fee requirement.~~

~~c. The fee shall not exceed an amount that represents a prorated share of actual cost of negotiating and administering this Collective Bargaining Agreement.~~

~~d. The Employer shall refuse to enforce the fee requirement if the Employer does not agree that the Association has achieved the required level of membership or, if the Employer believes that the amount of the fee exceeds the prorated share of the actual cost of negotiating and administering the Collective Bargaining Agreement. As a remedy, the Association shall file an unfair labor practice charge against the Employer for breach of contract.~~

~~e. Any employee who is hired by the Employer on or after the effective date of this Agreement shall be required to become a member of or pay a fee to the Association as a condition of employment if the Association membership in the bargaining unit into which the employee is hired is equal to 50% or more of the eligible full-time employees in that bargaining unit.~~

~~Determination of whether 50% Association membership exists in any bargaining unit shall be made by the parties at least thirty (30) days prior to the expiration date of the Agreement. The fee payments in which a 50% or greater Association membership is determined to exist shall be effective on the first payday following July 1st of that year and shall continue for the duration of the Agreement regardless of any change in the percentage of Association membership in those units.~~

~~Notwithstanding provisions set forth above to the contrary, in the first year of this Agreement, the Association shall calculate the amount of the fee after an audit of its books no later than October 1, 2001 and the fee will be effective on the first pay day after confirmation of the fee by both parties. The fee shall be assessed on a prospective basis on employees hired on or after August 1, 2001 in accordance with the terms of this Agreement.~~

~~6.5. **Flexible or Alternative Schedules:** Nothing in the Agreement shall prevent the Employer and an employee, or group of employees, with the prior notice to and approval of the Parties, from mutually agreeing to flexible or alternative work schedules. ***A flexible schedule is not implemented on an ongoing basis and shall be within the same basic workweek.*** This shall include "Baylor" plan type schedules at direct care institutions. Employees shall have the right to request a flexible or alternative schedule and to receive a timely response from the Employer.~~

Flexible or Alternative Schedules: Nothing in the Agreement shall prevent the Employer and an employee, or group of employees, with the prior notice to and approval of the Parties, from mutually agreeing to flexible or alternative work schedules. This shall include "Baylor" plan type schedules at direct care institutions. ***An alternative schedule is implemented on an ongoing basis for a defined duration and may not create work hours below or beyond the basic workweek.*** Employees shall have the right to request an flexible or alternative schedule ***at least three (3) calendar weeks prior to implementation, unless mutually agreed otherwise,*** and to receive a timely response from the Employer. ***Every alternative schedule shall be reduced to writing, acknowledged by the Employer and employee(s), and placed in the employee's personnel file.***

~~11.1.1. Bonus Leave: Unit employees shall be entitled to bonus leave accrual based upon the number of sick leave hours used per fiscal year in accordance with the following formula:~~

~~37.5 Hour Week~~

~~Sick Leave Used Bonus Leave Earned 22 hours, 30 minutes or less 30 hours or less 37 hours, 30 minutes or less 45 hours or less more than 45 hours 30 hours 22 hours, 30 minutes 15 hours 7 hours, 30 minutes 0 hours~~

~~40 Hour Week~~

~~Sick Leave Used Bonus Leave Earned~~

~~24 hours or less 32 hours or less 40 hours or less 48 hours or less more than 48 hours
32 hours 24 hours 16 hours 8 hours 0 hours~~

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

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

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

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

~~11.1.1 Bonus Leave Sunset:~~

~~Article 11.1.1. shall sunset after the fiscal year 2018 accrual.~~

~~b. Bonus Leave: Any bonus time on the books shall remain to the employees' credit not to exceed sixty four (64) hours. An employee may use accrued bonus time in accordance with Article 10.3.~~

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

~~a. An employee may use accrued bonus time in accordance with Article 10.3.~~

~~b. Any bonus time on the books shall remain to the employees' credit not to exceed sixty four (64) hours.~~

~~c. Grandfathered bonus leave: Any employee who earned bonus leave prior to July 1, 1995 shall have that bonus leave remain to their credit and is not limited by (b) above.~~

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

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

Adjutant General, Department of	
<i>Military Affairs and Veterans Services</i>	3
<i>Business and Economic Affairs</i>	1
Corrections, Department of	4
— Corrections Supervisors —	5
Cultural Resources, Department of	1
<i>Natural and Cultural Resources, Department of</i>	3
Board of Nursing	
<i>Office of Professional Licensure and Certification</i>	1
Racing and Charitable Gaming Commission	1
Postsecondary Education Commission	1
Resources & Economic Development, Department of	
Sweepstakes Commission	1
<i>State Lottery Commission</i>	2

[balance of steward list is unchanged]

16.3. Reasons for Non-Selection: A full-time employee who is not selected after applying for a posted position shall be informed in writing of his/her non-selection and the reason therefore within a reasonable period of time as required by ~~Per. 602.02.d.~~ of the Administrative Rules of the Division of Personnel.

16.x In recognition of issues regarding letters/memos of counsel (or document of similar purpose) within either a state or agency employee personnel file, the parties agree to establish a Task Force composed of not more than three (3) bargaining unit employees to be appointed by the Association and three (3) persons appointed by the Employer.

The purpose of the Task Force is to determine the proper method of addressing letters/memos of counsel and to recommend a process for implementing any proposed solutions.

The Task Force shall have its first meeting no later than September 1, 2021 and, thereafter, shall meet no less than monthly or as necessary per the agreement of the Task Force members. The Task Force shall produce a written report to be presented to the Employer and the Association no later than March 31, 2022, unless an extension is agreed upon within the members of the Task Force.

19.2.4 All salaries for classified bargaining unit employees shall increase **1.16%**, effective at the beginning of the first pay period immediately following **July 1, 2021**, and shall be paid in accordance with the requisite salary schedule.

19.2.5 All salaries for classified bargaining unit employees shall increase **1.16%**, effective at the beginning of the first pay period immediately following **July 1, 2022**, and shall be paid in accordance with the requisite salary schedule.

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

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

~~Breakfast—\$8.00~~

~~Lunch—\$12.00~~

~~Dinner—\$21.00~~

~~The Employer shall adjust the above rates in July of each year by adopting the then current travel per diem rates set by the General Services Administration for Merrimack County **without a receipt.**~~

19.8. Health Insurance:

g. Health Promotion. The Employer shall provide a voluntary employee incentive program that offers payments not to exceed \$300 per employee per calendar year to employees who participate in health promotion activities and programs offered by the Employer. The Employer shall consult with the Association through the Health Benefits Committee regarding the design and implementation of the program. ~~This provision shall expire on June 30, 2019 unless mutually agreed otherwise by the parties.~~ All approved vendors contracted with the health plan administrator shall be permitted to provide services on state premises for employees.

19.8. Health Insurance:

l. A bargaining unit employee who is laid off and who elects to continue on the health plan shall not be required to submit a contribution for coverage for the first one month following lay off if the laid off employee is not eligible to retire and receive post-retirement benefits under RSA 21-I:26-36 or RSA 100A: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, 2019.~~

19.XX Health Insurance: Effective [DEPENDENT UPON EXECUTION], the Employer shall provide coverage under the health plans consistent with Chapter 417-E:2 of the Laws of 2014.

19.11. **Longevity:** Any full-time employee who has completed ten years of continuous service shall be paid, in addition to his/her normal salary, the sum of ~~\$300.00~~ **\$350.00** annually and an additional ~~\$300.00~~ **\$350.00** for each additional five years of continuous service. An employee shall be eligible to receive this payment if his/her anniversary date is on or before December 1. The longevity payment shall be paid in the employee's first paycheck received in November. An employee who retires or terminates prior to December 1, but after his/her anniversary date, which is on or after December 2, will be entitled to the appropriate longevity payment upon retirement or termination.

19.12.6. **Nurse Differential:** Licensed Practical Nurses and Registered Nurses working at an institution in a direct care position shall be paid a differential in accordance with the tables below. The differential shall be paid per hour and added over base pay in lieu of Article 19.12.2, 19.12.3., and 19.12.4.

b. Baylor Plan Shift Differential: Full-time Licensed Practical Nurses, ~~and~~ Registered Nurses, **and Licensed Nursing Assistants** working a Baylor Plan schedule at an institution in a direct care position.

Shift	12 Hr Shift	12 ½ Hr Shift	Amount
1 st	work commencing at or after 7:00 AM or before 7:00 PM	work commencing at or after 6:45 AM or before 7:15 PM	\$0.00
2 nd	work commencing at or after 11:00 AM or before 11:00 PM	work commencing at or after 10:45 AM or before 11:15 PM	\$2.00
3 rd	work commencing at or after 7:00 PM or before 7:00 AM	work commencing at or after 6:45 PM or before 7:15 AM	\$2.00

19.XX Direct Care Pay: In accordance with RSA 99:11 Differentials; Direct Care Employees shall receive a total of \$10 per week differential.

19.XX Hazard Duty Pay: In accordance with RSA 99:10 [OR EXECUTED THROUGH AGREEMENT] Employees receiving Hazard Duty Pay shall receive a total of \$30 per week differential.

19.XX Part-Time Employee Leave – An employee working on a part-time basis shall not be eligible to accrue either sick or annual leave. At each anniversary date of employment, should the total working time during the preceding year amount to the equivalent of 6 months' full-time employment or more, the part-time employee shall be paid in accordance with the schedule contained in Article 10.

For purposes of this section, 6 months of full-time employment shall be equivalent to the following:

- (1) 975 hours of work within an anniversary year for employees in positions which are compensated on a 37 ½ hour per week schedule; and**
- (2) 1040 hours of work within an anniversary year for employees in positions which are compensated on a 40 hour per week work schedule.**

A part-time employee shall not be eligible for any payment for accumulated hours if the employee:

- (1) Separates from State employment prior to the anniversary date; or**
 - (2) Accepts full-time employment with the State prior to the anniversary date.**
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21.1. Duration: This Agreement as executed by the Parties is effective upon its execution and shall remain in full force and effect through June 30, ~~2019~~ **2023** or until such time as a new Agreement is executed.

21.2. Renegotiation: Renegotiation of this Agreement will be effected by written notice by one Party to the other not later than October 18, ~~2018~~ **2022** or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after the receipt of such notice.

Overall grammar fixes which do not change the intent of any existing contract language.