

***COLLECTIVE BARGAINING
AGREEMENT***

between the

STATE OF NEW HAMPSHIRE

and the

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

Service Employees International Union

Local 1984

**Department of Health & Human Services
Sub-Unit Agreement**

2021 – 2023

Article XXXIII
HEALTH AND HUMAN SERVICES
(Effective 3/4/2020)

- 33.1. Department employees may submit suggestions directly to the state office when the employee can substantiate that his/her suggestion has substance and has not received appropriate consideration through the normal chain of command.
- 33.2. Employees, whose normal duties do not require it, shall not be required to unload delivery vehicles.
- 33.3. The Association and the Employer shall each appoint four (4) members to the committee who will consult for the purpose of:
- a. Recommending workload standards for all field staff and all State Office staff involved in delivery of services to clients.
 - b. Reviewing any proposed changes during the term of the Agreement to any workload standards established by the Department.

All established ranges shall be subject to Consultation by the parties pursuant to Article IV of the Collective Bargaining Agreement.

In both cases, a thirty (30) day comment period and a ten (10) day consultation period shall be provided prior to the adoption of any such standards.

The committee shall have its first meeting no later than September 1, 2015, shall meet monthly thereafter as necessary and produce a report to be presented to the Employer and the Association no later than September 1, 2016.

- 33.4. In order to improve worker-client contact the Department should continue to make reasonable effort to make such improvements to district office work sites that should increase privacy within limits of available funds.
- 33.5. The Employer shall make available by electronic posting the policy on dress code, which shall be subject to reasonable change by the Employer. The employer will consult with the Association two weeks prior to any proposed change in the policy.
- 33.6. Two employees will be present whenever a client, who, in the determination of the supervisor, poses potential safety problems to the employee or to him or herself, is transported.
- 33.7. The Employer will make every reasonable effort to insure that the employee parking areas at all DHHS buildings, owned or leased, are properly plowed and/or treated prior to 7:30 a.m., in cases of inclement weather.


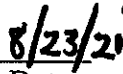
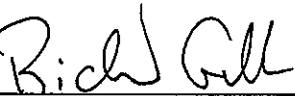
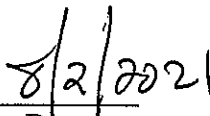
- 33.8. The Employer shall designate a specific representative to whom employee complaints relative to civil rights discrimination may be submitted and who will review such complaints and counsel the employee on remedies available. This representative shall report back to the employee in writing concerning findings, if any. The agency's intranet main page shall list the representative's title and phone number as well as a notice that employees can refer their concerns or complaints to the designated representative.
- 33.9. Within limits of available funds, employees shall be assisted with costs for tuition, fees, and books relative to approved, job-related courses.
- 33.10. Employees will be provided with an identification card bearing their photograph and signature.
- 33.11. At the request of the Association, the Department shall establish a Labor Management Committee, which shall be made up of equal numbers of members appointed by the Association and members appointed by the Employer. The committee shall meet at least quarterly.
- 33.11.1 Through June 30, 2023, at regularly scheduled Labor Management Committee meetings, the Employer agrees to discuss issues related to workload and capacity for any or all of the following units:
1. Division for Children, Youth and Families
 2. Bureau of Family Assistance
 3. Bureau of Elderly and Adult Services
 4. Bureau of Child Support Services.

The Parties understand and agree that each unit need not be addressed at each meeting.

- 33.12. The employer shall make every reasonable effort when negotiating a lease for a Department worksite to provide for a parking space for every Department employee at that leased worksite.
- 33.13. The Employer agrees to enter into a tool rental agreement with mechanics wherein the Employer shall pay a fee for the employees' 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 two hundred dollars (\$200.00) per year.
 - b. ownership and use shall remain vested in the employee.
 - c. the employee shall furnish tools of less than 1 inch.
 - d. a prorated termination fee schedule.

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

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Christopher T. Sununu, Governor State of New Hampshire	Date	Richard Gulla, President State Employees' Association of NH, SEIU Local 1984	Date

Rudolph Ogden III, Chair
State Negotiating Committee

Leah McKenna, Chair
SEA Negotiating Committee

Lynmarie Cusack
Department of Corrections

Randy Hunneyman
SEA Executive Branch Negotiator

Rich Lavers
Department of Employment Security

SEA- DHHS Negotiating Team

Lori Lozier

Dianne Martin
Public Utilities Commission

Alex Loyd

Nicholas Lemela

Lindsey Stepp
Department of Revenue Administration