

***COLLECTIVE BARGAINING  
AGREEMENT***

*between the*

**STATE OF NEW HAMPSHIRE**

*and the*

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

**Service Employees International Union**

**Local 1984**

**Juvenile Justice Services  
Sub-Unit Agreement**

**2021 – 2023**

**Article XXXV**  
**JUVENILE JUSTICE SERVICES**  
*(Effective 3/4/2020)*

- 35.1. Employees shall be provided with an identification card bearing their photograph and signature.
- 35.2. Employees shall be provided with a two week notice prior to any permanent change in hours, work area or job duties.
- 35.3. The Employer agrees to provide telephone answering machines and pay for any installation costs to all juvenile probation and parole officers.
- 35.4. Direct care employees shall be allowed a lunch break if possible at the discretion of the Employer on each shift to be taken away from the immediate work area. Such employees are subject to recall during their lunch break.
- 35.4.1. The Employer shall provide meals to direct care employees who are assigned meal duty.
- 35.5. Personnel in the treatment and clinical division who work thirty-seven and one-half (37 1/2) hours per week may be exempt from the daily standard work hours and may work a flexible daily work schedule upon approval of the Employer.
- 35.6. Any time worked beyond the scheduled overlap for shift change will be compensated as overtime in accordance with the provisions of Article VII of this Agreement.
- 35.7. No employee shall be required to attend meetings, classes or other events connected with work on off-duty time without receiving proper compensation. This shall not be construed to mean that any employee may not willingly choose to attend such meetings or events even if no compensation for off-duty time spent in this way is forthcoming.
- 35.8. The president of Chapter 21 shall be allowed to submit in writing topics of employee concern and may attend meetings at the request of the administrative staff.
- 35.9. The Employer shall make every reasonable effort to avoid having an employee work alone in units for any unreasonable period of time.
- 35.10. Dietary employees who are required to wear uniforms shall have such uniforms provided by the Employer. The employer agrees that articles of uniform, protective clothing and devices, or equipment currently provided and shall be uniformly provided within job classifications. The unit labor management committee may make changes to articles of uniform, protective clothing and devices, or equipment currently provided when it is reasonable to do so.
- 35.10.1. The Employer shall provide a reimbursement to any employee who PPE assessment indicates a need for prescription safety glasses. The allowance shall be paid for a one-time

purchase of safety glasses or safety sunglasses/shades. Safety glasses shall be purchased in accordance with the following provisions:

- a. The amount of the reimbursement shall be one-hundred fifty (\$150.00) per employee.
  - b. When the Employer determines that an employee's safety glasses have been damaged due to job related activities, or when the employee's prescription changes enough to necessitate the purchase or repair of new safety glasses, that the employee shall be reimbursed for the cost not to exceed one-hundred fifty dollars (\$150.00).
  - c. The Employer retains the right to determine the appropriate style, which shall accommodate top and side shields.
  - d. Prescription safety glasses shall meet current personal protective equipment standards.
- 35.11. If and when the Employer provides training to any employee, he/she shall attempt to provide such training as will be the most applicable to the employee's job functions. Employees may initiate requests, in writing, to the Director describing the specific training idea. The Director shall respond, in writing, within thirty (30) days.
- 35.12. Non-medically licensed employees shall not be permitted to dispense medication contrary to law.
- 35.13. Juvenile Parole Officers shall be provided with: official badges, identification cards, and one (1) Ballistic Vest.
- The Ballistic Vest shall be replaced if damaged, in accordance with industry standards.
- 35.14. The Employer agrees to adjust work hours for those employees who, due to a change in shift or hours, require an adjustment in hours in order to complete previously approved educational courses or training programs.
- 35.15. The State should provide secure places for personal property wherever its facilities so permit.
- 35.16. The Employer should provide an affirmative action plan consistent with federal requirements.
- 35.17. **Direct Care Pay:** The Agency will provide direct care pay as provided by statute to all kitchen staff that work daily with residents in the kitchen. If it is determined that residents will no longer be allowed to work in the kitchen, the employees will no longer be eligible to receive direct care pay.
- 35.18. Academic employees on the 180 or 216 schedule shall receive an additional personal day annually to offset the reduction in the number of floating holidays from three (3) or two (2) days per year. A fiscal year (FY) personal day shall be accrued on July 1 of each

fiscal year. FY personal days accrued under this provision must be requested in whole days and used within the fiscal year in which it was accrued. FY personal days shall not be deducted from any other leave accrual.

- 35.19. Employees shall be allowed to have personal telephones (cell phones) at their worksites, but any such phones shall be kept in secure locations designated by the Employer. Employees shall be allowed access to and shall be permitted to use their phones during regular breaks and meal periods.
- 35.20. Employee Rights: With respect to bargaining unit employees of the Department of Juvenile Justice Services, the Employer will neither engage in nor permit any restriction of the right of employees to:
- a. express personally held views or opinions in any forum consistent with the U.S. Constitution and RSA 98-E;
  - b. legally assemble;
  - c. participate in demonstrations of personally held views or opinions;
  - d. be free from visual, photographic, audio, and/or video recording or surveillance by the Employer, caused by the Employer, pennitted by the Employer, or any of its agents, of any personal, union related, or other nonwork activity;
  - e. be free from discriminatory, harassing, or suppressive actions or omissions under the guise of management prerogative, management right, work assignment, or scheduling assignment.
- 35.21. Teachers chosen by the Administration to work through lunch duty shall be allowed to leave ½ hour earlier than the end of their normal work hours.
- 35.22. 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.
- 35.23. The Parties shall create a training advisory committee made up of three (3) members of management and three (3) bargaining unit employees. The purpose of this committee shall be to evaluate the subject areas being taught in the professional development training of JPPO and SYSC staff. The committee shall review the current training content as well as look at professional topics being taught in the current Juvenile Justice Field. The committee shall submit written recommendations to the employer for possible changes to the content of the JPPO and SYSC staff professional development training.

This article expires June 30, 2021.

35.24 When a Youth Counselor or Unit Manager is assigned as the acting “supervisor on duty” at the Sununu Youth Services Center, they shall be paid at the rate of pay for a Supervisor III, Step I. If this is an overtime shift, the employee acting as a “supervisor on duty” shall be paid time-and-one-half at the Supervisor III, Step I rate of pay.

 12-16-21

Christopher T. Sununu, Governor Date  
State of New Hampshire

 12/7/2021

Richard Gulla, President Date  
State Employees' Association of NH,  
SEIU Local 1984

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- DOIT Negotiating Team

Corey Dearborn  
Timothy Lenihan

Dianne Martin  
Public Utilities Commission

James Plumer  
Krista Connolly

Lindsey Stepp  
Department of Revenue Administration