

***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 Corrections Line Staff
Sub-Unit Agreement**

2022 – 2023

Article XXVI
CORRECTIONS

- 26.1. All permanent state employees of the prisons and Secure Psychiatric Unit who qualify shall receive hazardous duty pay as prescribed by statute.
- 26.2. The Warden and his/her designee agree to meet with the Chapter president(s), and the unit Stewards upon the request of the Chapter's president or presidents at a mutually agreeable time.
- 26.3. Personnel in the treatment division who work thirty-seven and one-half (37 1/2) hours per week may be exempt from the standard work hours and may work a flexible work schedule upon approval of the Employer.
- 26.4. The Employer shall make reasonable attempts to provide potable drinking water, flush toilet facilities in proper working order, and hand cleaning materials for all tower posts and units where permanent staff are assigned. This shall include capital budget requests where appropriate.
- 26.5. Each nursing department employee shall, whenever possible, work a forty (40) hour, five (5) day work schedule providing every second or third weekend off.
- 26.6. Employees who work overtime shall be allowed a thirty-minute break within two hours of the shift change.
- 26.7. **Vacancies:** The Employer shall post all vacancies in accordance with statewide Division of Personnel Policies.
- 26.8. **Transfers:** All lateral transfers shall be posted by the Employer for not less than five (5) work days. Selection of employees for transfer shall be from responses to the posting and shall be made on the basis of seniority within the Department of Corrections. In the event that the most senior employee is not selected, specific performance based reasons for the non-selection of all senior employees passed over shall be made in writing to such employee(s) by the person making the selection. This written notice to employees not selected, including the reasons for non-selection, shall be completed within ten (10) work days.
 - 26.8.1. The Employer shall provide three (3) months' written notice to any unit employee who is to be transferred involuntarily to a location fifty (50) miles or more from the worksite to which they are currently assigned.
 - 26.8.2. Lateral Transfers shall be posted department-wide and are defined as any movement within the same classification from one defined post or specific location to another within the Department of Corrections that is not temporary. This applies to all Department of Corrections bargaining unit positions. The posting will contain the facility, shift, days off, post or assignment, specific location and assigned duties.

Temporary shall be defined as any assignment that is less than sixty (60) calendar days duration.

- 26.8.3. In the event that the Lateral Transfer increases the allocated staffing level for that facility, the least senior employee in that classification at that facility may be reassigned at the discretion of the Commissioner or designee.

The affected employee shall be notified in writing of the reassignment at least three (3) weeks prior to the actual effective date of the reassignment, or three (3) months prior to the actual effective date if the transfer is involuntary and is to a location fifty miles or more from Concord.

26.8.4. Specific Performance-Based Reasons - Non Interview

Specific performance-based reasons are defined as reasons that impact the selection of the most senior employee after review of the most recent annual evaluation and/or any formal disciplinary action that occurred within one year of the date of the posting.

Specific Performance-Based Reason - Interview


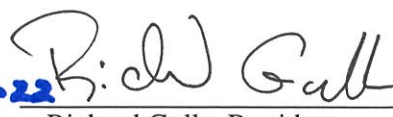
Specific performance-based reason are defined as reasons that impact the selection of the most senior employee after review of the knowledge, skills, and abilities for the posted position; the most recent annual evaluation and/or any formal disciplinary action that occurred within one (1) year of the date of the posting.

- 26.8.5. **Probationary Employees:** Probationary employees would only be eligible for a lateral transfer after they successfully complete the Corrections Academy, FTO Training Program, and any other required training. The employer will take all reasonable steps to provide this required training within the first year of employment. If the employer cannot provide the necessary training within the first year employees will be eligible for Lateral Transfer.
- 26.8.6. **Interviewed Positions:** Any position that requires specific knowledge, skills and abilities that differ/exceed the standard duties and assignments for similar positions of the same classification may be subject to an interview. All positions that are subject to an interview shall be listed on a formal document and signed by the employer and the Association.
- 26.8.7. **Temporary Reassignment:** The Employer may temporarily reassign an employee(s) at the employee's request. Temporary reassignments shall be for a sixty (60) day period unless the Employer and the employee agree to extend the time limit. Agreements between the Parties for temporary reassignment shall be documented in writing and at the conclusion of the time limit, the employee shall return to his/her previous assignment.

- 26.9. **Investigation of Employees:** Any unit employee against whom a complaint is made from any source shall be afforded, as a minimum, the following rights:
- a. In every case when the Employer determines that an investigation of the facts or circumstances behind the complaint is to be undertaken, the employee shall be so notified in writing within seven (7) workdays. Notification shall include the reason(s) and/or cause(s) for the investigation.
 - b. The agency head or designee shall inform the subject employee bi-weekly or more often in writing or by email as to the status of the investigation and probable date of completion.
 - c. All investigations shall be completed and the final report thereof shall be filed with the Commissioner within forty five (45) workdays. This deadline may only be extended by the Commissioner and then only for exceptional reasons. Notice of any extension shall be in writing to the employee before the expiration of the 45-day period, and shall include all of the reasons for the extension and its duration.
 - d. During any investigation the employee shall retain his/her current status, schedule, assignment, and like rights unless the Commissioner determines that, for the good of the complainant or of the employee being investigated, the employee should be removed from his/her current status, schedule, assignment, etc. In such a circumstance, every possible effort shall be made to keep the employee on the same shift and the same regular days off.
 - e. In all cases where the investigation determines that the allegation(s) in a complaint are unfounded, all reports and documents pertaining thereto shall be labeled as "UNFOUNDED" then sealed and stored by the Commissioner separate from the employee's personnel records and files.
 - f. Any transfer or reassignment undertaken pursuant to sub-section "d" above shall be immediately and completely reversed upon a determination that a complaint was unfounded.
 - g. For the purposes of this provision, an investigation is defined as an inquiry into an allegation or allegations against a unit employee which, if founded, could possibly result in serious discipline including suspension without pay and dismissal.
 - h. In the event that a bargaining unit employee is suspended from duty pending completion of an investigation, all benefits as described with their Collective Bargaining Agreement shall remain in effect as provided below:
 1. All persons suspended without pay shall maintain their medical and dental benefits during the suspension.
 2. All persons suspended with pay or placed on Administrative leave shall maintain their level of benefits as expressed within their Collective Bargaining Agreement.

3. If reinstated, seniority, eligibility for step increases and creditable service toward retirement shall be restored for the period of suspension without pay.
 4. In all cases any person suspended shall be afforded their due process under law, statute, policy, rules and/or procedures.
 - i. The foregoing provisions will apply until the time that formal disciplinary action is taken.
- 26.10. **Vehicle Safety:** Any employee who reasonably believes that a state vehicle is unsafe has an obligation to refuse to operate that vehicle and to report the reason(s) to the appropriate authority.
- 26.11. **Bulletin Boards:** The Association shall have the right to use a reasonable portion of any bulletin board in each unit, consistent with the requirements for posting and content set forth in Article III, Section 3.1. of this agreement.
- 26.12. **Employee Rights:** With respect to bargaining unit employees of the Department of Corrections, 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, permitted 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.
- 26.13. The Department of Corrections shall maintain a Labor Management Committee. The Labor Management Committee shall meet quarterly at mutually agreeable times. The Committee shall be made up of the Commissioner of Corrections, and a number of designees equal to the Association's, Department of Corrections Chapters. This provision shall remain in effect for the duration of this agreement.

26.14 Notwithstanding the provisions of article 6.3 of the CBA, nurses in direct care positions shall be allowed a lunch break that shall be taken in the immediate work area. This lunch period shall be considered as “work time” and nursing employees are subject to immediate recall to duty during said lunch break.

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

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