

***SUB-UNIT COLLECTIVE BARGAINING
AGREEMENTs***

between the

STATE OF NEW HAMPSHIRE

and the

**STATE EMPLOYEES 'ASSOCIATION
of NEW HAMPSHIRE, INC.,
Service Employees International Union
Local 1984**

2023-2025

Dept. of Corrections (Line Staff)

Glenciff Home

Health & Human Services

NH Liquor Retail

NH Hospital

NH Veterans Home

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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 Director/Warden or his/her designee shall 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 DOC Non-uniformed staff.
- 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
- 26.15 All Nursing Staff shall be given 10 scrub uniform items (five (5) pairs of pants and five (5) tops) upon hire and then yearly.
- 26.16 Nursing Shifts: Notwithstanding the provisions of the language of 19.12 and 19.12.6 of this agreement, nursing staff at the NH DOC that work a 12 hour shift shall receive shift differentials as follows:
- 2nd Shift: any work commencing at or after 2:00 PM or before 7:00 p.m. - increase of \$4.00/per hour over base pay.
- 3rd Shift any work commencing at or after 7:00 PM or before 3:00 a.m. - increase of \$7.00/per hour over base pay.
- 26.17 Any DOC Non-Uniformed employee that is required to maintain a professional license and who is required by their licensing body to complete Continuing Education shall be entitled up to four days of leave at their regular rate of pay, to be used for educational purposes, provided that the time is:
- a. Used only for a course of education that meets the Continuing Education requirements for their license.
 - b. Mutually agreed upon and pre-approved by the Employer
- 26.17 Nursing Staff
- a. In lieu of the 15% wage enhancement originally approved by the Governor and Executive Council on January 12, 2017, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, and the additional 15% wage enhancement approved by the Governor and Executive Council on September 7, 2022, in accordance with RSA 21-I:42, Department of Corrections nursing staff who previously received such enhancements shall receive a total increase of 30% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.
 - b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

26.18 Clinical Mental Health Counselors, Psychiatric Social Workers, Psychological Associates I, and Senior Psychiatric Social Workers:

- a. In lieu of the 35% wage enhancement originally approved by the Governor and Executive Council on October 27, 2021, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, Department of Corrections Clinical Mental Health Counselors, Psychiatric Social Workers, Psychological Associates I, and Senior Psychiatric Social Workers who received such enhancements shall receive a total increase of 35% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.
- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

26.19 Clinical Administrators II and III:

- a. In lieu of the 25% wage enhancement originally approved by the Governor and Executive Council on January 12, 2021, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, Department of Corrections Clinical Administrators II and III who received such enhancements shall receive a total increase of 25% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.
- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

26.20 Clinical Administrators IV:

- a. In lieu of the 5% wage enhancement originally approved by the Governor and Executive Council on January 12, 2021, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, Department of Corrections Clinical Administrators IV who received such enhancements shall receive a total increase of 5% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.

- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

Article XXXII
GLENCLIFF HOME for the ELDERLY

- 32.1. All employees will work straight eight (8) hour shifts.
- 32.2. Except in situations of emergency, which are compensated by separate provisions contained herein, an employee shall have two shifts of off-duty time between shifts.
- 32.3. Nursing department work schedules prepared by a supervisory nurse or nursing coordinator shall be posted in a conspicuous location. Schedules will be posted for a monthly four-week period, no later than the 15th of the preceding month. Reasonable efforts will be made to honor preference for requested days off at least twice a month. Any employee exchange of schedule time must be verified in writing by both employees and approved by the department head or person in charge on forms which will be provided. The above scheduling pertains to all employees.
- 32.4. Every reasonable effort shall be made to ensure that more than one employee will be scheduled to work each shift in a resident building.
- 32.5. Every effort will be made so that weekends and days off shall be scheduled on a rotating basis in the power plant if they so desire.
- 32.6. Employee job specifications will be maintained in a single location accessible to all employees.
- 32.7. Employees shall be provided with a copy of their "Request for Leave" slips upon request.
- 32.8. Employees who are volunteers for the ambulance and fire fighting service shall not be required to use leave if they are responding to emergencies provided that proper supervisory consent is obtained and the response is to a second alarm.
- 32.9. Food service personnel who are assigned to work providing residents with lunch and dinner shall be entitled to shift differential in the amount prescribed by the Collective Bargaining Agreement and in accordance with the Memorandum of Agreement signed on November 13, 2001.
- 32.10. When there is no Administrative Supervisor or a representative of nursing coordinators in the facility, the "Charge of The Hill" will be assigned to a qualified unit nurse. A unit nurse who is assigned "charge of the hill" shall receive an hourly stipend of \$2.00 per hour for the hours they are responsible for the facility. Said stipend shall be in addition to their regular hourly rate plus any shift differential or premiums normally applied.
- 32.11. Food Service Worker – Work at a Higher Rate: If a food service worker is required

by the “Charge of the Hill” to work in a cook’s position, that employee will be compensated at the employee’s regular rate unless the rate of the position assigned is higher, in which case the employee receives the higher rate, step for step, for actual hours worked in that position.

32.12 Nursing Staff at Glencliff [other than LNAs]

- a. In lieu of the 15% wage enhancement originally approved by the Governor and Executive Council on August 2, 2017, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, and the additional 15% wage enhancement approved by the Governor and Executive Council on September 7, 2022, in accordance with RSA 21-I:42, Department of Health and Human Services nursing staff at Glencliff who received such enhancements shall receive a total increase of 30% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.
- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

32.13 Licensed Nursing Assistants at Glencliff:

- a. In lieu of the 30% wage enhancement originally approved by the Governor and Executive Council on October 4, 2022, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, Department of Health and Human Services Licensed Nursing Assistants at Glencliff who received such enhancements shall receive a total increase of 30% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.
- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

Article XXXIII
HEALTH AND HUMAN SERVICES

- 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. 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.
- 33.4. 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.
- 33.5. 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.
- 33.6. The Employer shall make every reasonable effort to ensure 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.
- 33.7. 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.
- 33.8. Within limits of available funds, employees shall be assisted with costs for tuition, fees, and books relative to approved, job-related courses.
- 33.9. Employees will be provided with an identification card bearing their photograph and signature.
- 33.10. 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. Through June 30, 2025, 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

33.14 Administrator IV, Office of Medicaid Services:

- a. In lieu of the 30% wage enhancement originally approved by the Governor and Executive Council on February 12, 2014, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, Department of Health and Human Services Administrators IV in the Office of Medicaid Services who received such enhancements shall receive a total increase of 30% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.
- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

33.15 Pharmaceutical Service Specialist, Office of Medicaid Services:

- a. In lieu of the 30% wage enhancement originally approved by the Governor and Executive Council on May 15, 2007, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, Department of Health and Human Services Pharmaceutical Service Specialists in the Office of Medicaid Services who received such enhancements shall receive a total increase of 30% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.
- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

33.16 Licensing and Evaluation Coordinators and Supervisors IV and V:

- a. In lieu of the 30% wage enhancement originally approved by the Governor and Executive Council on July 18, 2007, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, Department of Health and Human Services Licensing Evaluation Coordinators, Licensing Evaluation Supervisors IV, and Licensing Evaluation Supervisors V who received such enhancements shall receive a total increase of 30% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.
- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

33.17 Licensing and Evaluation Coordinators VII:

- a. In lieu of the 15% wage enhancement originally approved by the Governor and Executive Council on June 24, 2015, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, Department of Health and Human Services Licensing Evaluation Supervisors VII who received such enhancements shall receive a total increase of 15% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.

- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

33.18 Child Protective Services Worker and Supervisor IV:

- a. In lieu of the 15% wage enhancement originally approved by the Governor and Executive Council on October 27, 2021, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, Department of Health and Human Services Child Protective Services Workers and Child Protective Services Supervisors IV who received such enhancements shall receive a total increase of 15% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.
- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

33.19 Child Protective Services Worker Supervisors VI and Administrators I:

- a. In lieu of the 8% wage enhancement originally approved by the Governor and Executive Council on October 27, 2021, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, Department of Health and Human Services Child Protective Services Workers Supervisors VI and Administrators I who received such enhancements shall receive a total increase of 8% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.
- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

Article XX.XVII
LIQUOR COMMISSION - RETAIL

- 37.1. Any employee who is working alone in a retail store will not be required to carry packages for customers. The Employer will hold harmless any employee for the cost of spirits or wines involved in breakage incurred as a result of carrying purchases for customers.
- 37.2. The manager or any employee responsible for closing a retail store may announce that the store is closing ten minutes before scheduled closing time.
- 37.3. The Employer should provide a refrigerated water fountain in each retail store.
- 37.4. A communication system from the cashier's position to the manager's office in each store will be implemented as funds become available.
- 37.5. A reasonable dress code, appropriate for a retail operation consistent with the duties being performed, shall be determined through consultation between the Association and the Liquor Commission. The results of any such consultations shall be distributed by the Employer to all stores for posting.
- 37.6. The Employer agrees to provide name tags and aprons, or a substitute, which are to be worn in the sales area.
- 37.7. In the absence of the Retail Store Manager on Sundays and Calendar Holidays, the Retail Store Manager shall designate a full- or part-time employee who is scheduled to work on the applicable shift, as the "Manager in Charge" of the store. The Manager in Charge shall be paid at that employee's regular rate unless the rate of a Retail Store Manager II, Step 1 is higher, in which case that employee shall be paid at the Retail Store Manager II, Step 1 rate of pay. For the purpose of this section, "absence" shall mean the entire work day.
- 37.8. An employee and his/her representative shall be authorized to discuss grievance matters in private outside of the customer service area in retail stores.
- 37.9. Work performed by full-time retail store employees on any Sunday or calendar holiday will be voluntary and employees who volunteer to perform such work shall be paid at the rate of time and one-half for all hours worked. An employee may receive compensatory time off at the rate of time and one-half for all hours worked by mutual agreement between the Employer and employee, providing that the request of the employee is made prior to the Sunday or calendar holiday to be

worked.

37.10. The Employer will make every effort to insure that employee lounges, rest areas, and rest rooms are maintained, cleaned and hygienic at the Storrs Street Administrative and Warehouse facility.

37.11. The Employer agrees to develop and keep current a listing of appropriate supervisory personnel so that employees may request annual leave during periods of inclement weather pursuant to Article X, Section 10.9. The Association agrees that in those instances where sufficient annual leave is requested and granted pursuant to Article X, Section 10.9. so as to render the further operation of the store(s) or other facility(ies) impractical, then all employees in that store or facility will be required to use annual leave to cover any period of closure.

The Parties agree that an employee who is in charge of a store or facility during periods of inclement weather shall be authorized to grant annual leave to a point where continued operation of the store or facility is impractical only after receiving authorization to do so from the Director of Stores or his/her designee.

37.12. The Employer agrees to distribute product information on new products to all stores.

37.13. The Employer agrees that an employee who is working alone shall be permitted to lock the store for breaks, meals, and personal hygiene reasons.

37.14. Notwithstanding any other provision or article to the contrary, work performed by all part-time employees at retail stores on any Sunday or Calendar Holiday will only be paid at the rate of one and one half time their regular hourly rate for all hours worked.

37.15. Sweepstakes incentive will be paid as follows:

- a. Payroll records will be used to compute hours worked for the incentive program.
- b. All full time employees in the in the store where the winning ticket was sold, will be credited for forty (40) hours unless they are out on paid leave and/or unpaid leave thirty continuous days prior to the drawing date.
- c. Overtime will not be included in the compilation of time worked.
- d. The hours worked Monday through Sunday of the week of the drawing will be used for computing the incentive to be paid to part time employees.

37.16 The Employer shall make every reasonable effort to ensure there will be at least two employees to close the store and take the daily deposit to the bank.

- 37.17 In addition to the provisions of Article 7.3.1, part-time employees who are called back to their place of work or other site away from their home without prior notice, outside of regular store business hours, on the same day after once leaving work or before the next regular starting time, shall be compensated at one and one half time the hourly rate for the hours worked and shall be guaranteed a minimum of not less than three (3) hours of premium pay.
- 37.17.1. In addition to the provisions of Article 7.3.1.1, any part-time employee who is called back to their place of work or other site away from their home, outside of regular store business hours, shall have the “hours worked” computed from portal to portal.
- 37.18. Employee Incentive Program: Eligible full-time and part-time retail store employees shall receive incentive pay in accordance with Chapter Liquor 800 Rules Employee Incentive Program as written and adopted on 10/21/22 and as provided for by Chapter 224:91-Laws of 2011.

Article XXXVIII
NEW HAMPSHIRE HOSPITAL

- 38.1. Adequate space shall be provided if possible for mental health workers to perform all required documentation where such work may be performed without interruption. If adequate space is not readily available within the respective units, and if staffing allows as determined by the Employer, the mental health worker may absent themselves from the immediate activity area.
- 38.2. Suitable space shall be provided for employees to eat their meals and take their breaks outside of the ward or working environment.
- 38.3. The Employer will provide a secure place where employees' personal property may be stored.
- 38.4. A conference shall be called by the director of nursing or their designee in the event that a patient/patients are received in a particular unit who represents a safety or security concern to the employees of the receiving unit. Such conference shall be for the purpose of informing all staff of the unit of special conditions concerning the patient/patients involved.
- 38.5.
 - a. 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.
 - b. The employer shall inform the employee of total hours for which a class, meeting or other event is scheduled.
 - c. If an employee is required to miss a scheduled work shift in order to attend, the employee shall receive compensation for the full scheduled time of a class, meeting, or other event, even if it ends prior to its full scheduled time.
 - d. An employee shall not be entitled to compensation under this article if the class, meeting, or other event is canceled in its entirety prior to its scheduled time.
- 38.6. Employees who work a double shift shall be allowed a thirty minute unpaid rest break between shifts.
- 38.7. The Employer agrees to utilize the consultation provision of the Collective Bargaining Agreement to discuss proposed major changes as well as Hospital Rules and Regulations affecting working conditions, absent an emergency situation prior to implementation.

- 38.8. The Employer will work cooperatively with the employees of the laundry to create a healthy and well ventilated laundry sorting room.
- 38.9. Hepatitis B vaccine shall be offered to all N.H. employees who have finished their probation period and are determined by the Employer to be at risk of exposure to Hepatitis B infection. The vaccine shall be at the expense of the Employer.
- 38.10. Whenever a staff person is required to take a client out to eat as part of the client's program, in a restaurant or at organized events, meals shall be provided free of charge to the staff person in accordance with 19.4.
- 38.11. 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:
 - c. rental fee of two hundred dollars (\$200.00) per year.
 - d. ownership and use shall remain vested in the employee.
 - e. the employee shall furnish tools of less than 1 inch.
 - f. a pro rated termination fee schedule.
- 38.12. The Employer agrees to perform individual Personal Protective Equipment (PPE) Assessments for the employees in Maintenance, Engineering and Transportation, Laundry, and Dietary to determine the need for prescription safety glasses and. The assessment shall be completed by the New Hampshire Hospital Safety Officer in conjunction with the Joint Loss Management Committee. No later than two months after the approval of the Safety Officer's recommendation by the Joint Loss Management Committee the Employer shall provide:
 - a. Up to \$200 for staff identified as requiring prescription safety glasses as determined by the PPE assessment and documented need from an eye specialist. The frequency of this payment shall not be more than annual.
- 38.13. All employees of Material Management shall work a 40 hour work week.
- 38.14. Food Service Worker – Work at Higher Rate: If a food service worker is required by the Chief Executive Officer or designee to work in a cook position, that employee will be compensated at the employee's regular rate unless the rate of the position assigned is higher, in which case the employee receives the higher rate, step for step, for actual hours worked in that position.

38.15. Nursing Staff at NH Hospital:

- a. In lieu of the 15% wage enhancement originally approved by the Governor and Executive Council on January 13, 2016, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, and the additional 15% wage enhancement approved by the Governor and Executive Council on September 7, 2022, in accordance with RSA 21-I:42, Department of Health and Human Services nursing staff at New Hampshire Hospital who received such enhancements shall receive a total increase of 30% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.
- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

38.16. Mental Health Workers:

- a. In lieu of the 20% wage enhancement originally approved by the Governor and Executive Council on November 18, 2020, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, Department of Health and Human Services Mental Health Workers who received such enhancements shall receive a total increase of 20% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.
- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

38.17. Occupational Therapists, Supervisors and Administrators:

- a. In lieu of the 20% wage enhancement originally approved by the Governor and Executive Council on February 1, 2018, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, Department of Health and Human Services Occupational Therapists I and II, Occupational Therapy & Rehabilitation Supervisors IV, and Occupational Therapy & Rehabilitation Administrators III who received such enhancements shall receive a total increase of 20% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.

b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

**Article XLIV
VETERANS HOME**

- 44.1. The Employer shall provide a clothing allowance to full-time and eligible part-time dietary, nursing, housekeeping, maintenance and laundry employees who are required to wear uniforms in accordance with the following provisions:
- a. This provision shall apply to part-time employees who are scheduled for and who regularly work 29 hours per week. In order to be eligible for the clothing allowance, a part-time employee must work at least 1,500 hours in a fiscal year..
 - b. The amount of the clothing allowance shall be four hundred (\$400) per employee per fiscal year to be paid at the beginning of the fiscal year.
 - c. A new employee, following completion of the probationary period, shall receive thirty three dollars (\$33.00) for each full month of service between the end of the probationary period and the start of the next fiscal year.
 - d. An employee, other than a new employee as defined above, who terminates for any reason prior to the end of a fiscal year, shall receive a prorated clothing allowance in the amount of thirty three dollars (\$33.00) per completed month of service to be paid upon termination.
 - e. An employee who is on an unpaid leave of absence due to illness or injury, even if receiving compensation from other sources, including but not limited to worker's compensation and short term disability income protections, shall receive a prorated clothing allowance in the amount of thirty three dollars (\$33) per month of service.
 - f. The Employer retains the right to set the standards for uniform wear.
- 44.2. Housekeeping employees shall not be required to work on Christmas.
- 44.3. All employees shall work a 40 hour work week.
- 44.4 The Employer and the Association agree to maintain a Unit Labor Management Committee. The composition of the Unit Labor Management Committee, its agenda and the frequency of its meetings shall be decided by the Committee.
- 44.5 **Purchase of Meals:** The employer agrees that employees are allowed to purchase meals at the Veterans Home.
- 44.6 Nursing Staff at NHVH (other than LNAs)
- a. In lieu of the 15% wage enhancement originally approved by the Governor and Executive Council on March 9, 2016, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, and the additional 15% wage enhancement approved by the Governor and Executive Council on September 7, 2022, in accordance with RSA 21-I:42, nursing staff at the New Hampshire Veterans Home who received such enhancements shall

receive a total increase of 30% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.

- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

44.7 Licensed Nursing Assistants and Licensed Medication Nursing Assistants:

- a. In lieu of the 15% wage enhancement originally approved by the Governor and Executive Council on February 16, 2022, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, and the additional 15% wage enhancement approved by the Governor and Executive Council on September 7, 2022, in accordance with RSA 21-I:42, Licensed Nursing Assistants and Licensed Medication Nursing Assistants at the New Hampshire Veterans Home who received such enhancements shall receive a total increase of 30% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.
- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

44.8 Dietician III:

- a. In lieu of the 15% wage enhancement originally approved by the Governor and Executive Council on July 1, 2021, in accordance with RSA 99:8 and Per 904.01 of the Personnel Rules, and in effect on December 31, 2022, Dieticians III at the New Hampshire Veterans Home who received such enhancements shall receive a total increase of 15% over base pay, effective the first pay period following July 1, 2023, which increase shall be made part of the regular base pay of those positions and shall be incorporated into the wage schedules incorporated into this agreement in Appendix A.
- b. Wage increases made pursuant to paragraph a. shall supersede and replace any and all prior wage enhancements specified in paragraph a. and, upon the effective date of this article, all such enhancements and any extensions thereof shall be terminated.

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

Chris T. Sununu 7-27-23 Richard Gulla 7/25/23

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

Peter Demas, Manager of Employee Relations
Department of Administrative Services

Randy Hunneyman
SEA Executive Branch Negotiator

Rich Lavers
Department of Employment Security

Sub-Unit Bargaining Teams

Lindsey Stepp
Department of Revenue Administration

DOC Line Staff

Olivia Gamelin
Ashley Gray
Vic Demeroto
David Burris
James Vigar

DHHS

Laura Bartlett
Mathew Durnford
Lori Lozier

NH Hospital

Elizabeth Howell Woodbury
Randy Vandeventer
Ardell Carrier
Joellen Isabelle
David Colby

NHLC

Joey Boulanger
Ralph Mecheau
Shelley Dugan
Melissa Powell
Matt Kresco

Veterans Home

Rebecca Ladd
Mike Szymkowski
Tammy Raub
Chris Hollins