

Collective Bargaining Agreement

**New Hampshire Public Defender
and
The State Employees' Association of New Hampshire,
SEIU Local 1984, Chapter 78**

August 15, 2025 to June 30, 2027

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COLLECTIVE BARGAINING AGREEMENT
PREAMBLE

This Agreement is between the New Hampshire Public Defender hereinafter referred to as the "NHPD" or the "Employer", and the State Employees' Association of New Hampshire, Inc., SEIU Local 1984, Chapter 78, hereinafter referred to as the "Association" or the "Union", collectively referred to hereinafter as the "Parties".

It is the intent of the Parties to encourage harmonious relationships between the Employees and NHPD to promote the welfare of the indigent clients represented by NHPD and to improve the quality and effectiveness of NHPD by expecting high standards in the execution of representational services. It is recognized by the Parties that mutual benefits are to be derived from a courteous, good faith working environment which includes the fair and equitable treatment of bargaining unit members and NHPD management alike.

It is the intent and purpose of the Parties to this Agreement as made and entered into this August 15, 2025 to set forth agreements reached between NHPD and the Association with respect to wages, hours, benefits, and other terms and conditions of employment for the employees in the bargaining unit described by the NLRB and to provide a means of amicable discussion and adjustment of matters of mutual interest.

Article 1
RECOGNITION

1.1 NHPD recognizes the Association which shall serve as the exclusive labor representative of all employees in the bargaining unit as defined by the Certificate of Representative Case # 01-RC-288891, which describes said bargaining unit as follows:

"All full-time and regular part-time staff attorneys and appellate attorneys employed by New Hampshire Public Defender at its offices in Concord, Dover, Keene, Laconia, Littleton, Manchester, Nashua, Newport, Orford and Stratham, New Hampshire; but excluding all managing attorneys, assistant managing attorneys, investigators, administrative staff, and guards and supervisors as defined by the Act."

1.2 The Association recognizes the responsibility of representing the interest of all employees in the bargaining unit-without discrimination for the purpose as set forth in this Agreement.

1.3 NHPD shall not enter into any agreements regarding employment relations matters with any other organization or individual purporting to represent any group of employees in the bargaining unit, and shall not furnish any facilities or engage in any type of conduct, which would imply recognition of any group other than the Association as a representative of the employees in the bargaining unit.

1.4 Nothing in this section shall prevent NHPD from discussing matters of mutual concern with its employees.

1.5 The provisions of this Agreement shall be applied equally to all covered employees in the bargaining unit and in accordance with state and federal law.

ARTICLE 2 MANAGEMENT RIGHTS

The management and direction of the work force is vested with the Employer. Except where abridged or provided by this Agreement or applicable law, the Employer retains the right to manage its operations, including the right to hire; to discipline or discharge for just cause; to layoff, promote, transfer and assign employees; to determine or change starting and quitting times; to promulgate and amend work rules and practices; to establish new job positions; to establish, discontinue, enlarge, or reduce functions or offices; to subcontract functions or offices; to assign or transfer employees to other functions or offices as operations may require; to introduce new or improved technology or facilities; to determine services to be rendered; to maintain efficiency of operations; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement. This listing of managerial rights is not intended to be exhaustive but merely illustrative. Furthermore, this Article is not intended to be nor shall it be considered a restriction of or a waiver of any of the rights of the Employer not listed and not surrendered in this Agreement or as are otherwise limited by law. It is understood and agreed by the Union that the Employer's ability to manage and control its operations is limited only by this Agreement and/or by applicable laws which limit management prerogative/rights.

ARTICLE 3 EMPLOYEE RIGHTS TO NON-DISCRIMINATION

The Employer and/or the Union shall not discriminate against any employee because of race, color, creed, religion, religious affiliation, national origin, age, sex, marital status, sexual orientation, gender identity or expression, honorably discharged veteran, military status, Union membership, or lack of Union membership, or any disability, provided the employee can perform the essential functions of a job with or without reasonable accommodation. The parties agree that appropriate actions shall be taken to accommodate employees with disabilities as may be required under the Americans with Disabilities Act.

ARTICLE 4
ASSOCIATION RIGHTS

4.1 *NHPD-Association Communication*

4.1.1 The Parties recognize their mutual obligation to meet and confer regarding problems arising out of the employment relationship between the employer and covered employees. To this end, the Parties agree to meet on an as needed basis to address said issues.

4.1.2 NHPD shall furnish reasonable locations and space on bulletin boards for the use of the Association at each NHPD office location. The Association shall use this board for posting of notices pertaining to recreational and social activities, Association elections, reports/news of the Association, or its committees, Association meetings notices, legislative enactments, decisions of the National Labor Relations Board (NLRB), and judicial decisions affecting employee labor relations. The Association shall not post any materials which are obscene, defamatory, or impair the operation of NHPD; or which constitute partisan, political campaign material. Where NHPD finds material posted on the bulletin board to be objectionable as violative of the Agreement, it will consult with the Association or any representative. If such consultation does not resolve NHPD's objections, NHPD may file a grievance with the President of the Association. The matter will then be immediately referred to the grievance procedure for resolution. Where the Association posts material on bulletin boards in violation of this Agreement, NHPD may require advance approval of all future material to be posted.

4.1.3 NHPD agrees to allow the Association, NHPD Stewards, and Chapter Officers and the covered employees to utilize its electronic mail system(s) for the duration of this Agreement for internal Association business, provided that such use of the electronic mail system(s) is conducted in accordance with NHPD computer use policies and procedures. NHPD agrees it will not access or read any email properly marked as SEA Business communications, except when NHPD management is the specified recipient of said Association communication, or as otherwise may be required by law. The Parties understand that the IT department may need to open emails for technical security purposes, but shall treat the content of the emails as confidential and will not share the contents with NHPD management.

4.1.4 NHPD shall inform covered employees that the Association is the exclusive representative of all covered employees and provide information on all benefit programs provided by NHPD. The Association shall be allowed to make a presentation for up to one-half hour at orientations offered by NHPD for new covered employees.

4.1.5 NHPD agrees to provide payroll deduction information to the Association for the administration of dues deductions and Association programs. In addition, NHPD shall notify the Association of all newly hired covered employees, the names and business addresses and email addresses of all covered employees, and employees who have terminated employment at least quarterly via a mutually agreed format. These reports shall include, at least, the following:

- employee's name
- employee's home address for Association members only
- employee's work e-mail address
- employee's NHPD identification number, if applicable

- employee's step
- employee's business address
- employee's date of employment

4.2 *Association Business and Representation*

4.2.1 The internal business of the Association may be conducted during normal work/office hours, so long as performing said work does not negatively impact NHPD representation to the detriment of client services.

4.2.2 Covered employees as individuals and employee representatives of the Association shall be permitted to participate in conferences or meetings with a representative of NHPD with no loss of pay or other penalties. Such meetings shall be scheduled at times which shall not unreasonably interfere with the operations of NHPD.

4.2.3 Association staff persons shall be allowed to visit work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited. Prior to entering the work area, the representative shall receive permission from the office's managing attorney or designee(s) stating the reason(s) for such visitations. Permission shall not be unreasonably denied. Attorney-client and work-product privileged information shall not be disclosed to a union representative, nor shall any client file or related documents be reviewed by a union representative unless previously approved by the Employer, which may include redaction at the Employer's discretion.

4.2.4 Up to 9 members elected to the SEA bargaining team shall be permitted to participate in and prepare for negotiations during normal business hours for a reasonable amount of time with no loss of time or pay, but such bargaining or preparation time must not interfere with assigned work to the detriment of the client(s).

4.2.5 **Stewards-** The Union shall have the right to appoint stewards. Stewards shall be appointed by office location. Orford/ Littleton and Keene/Newport shall share one (1) steward position each. All other offices shall be permitted one steward each. The Association shall furnish names of stewards so appointed to NHPD in a timely manner following their appointment. Stewards shall have reasonable time during regular working hours for the formal investigation of alleged violations of this Agreement and for processing grievances. Stewards shall be permitted to attend up to fifteen (15) hours of training, annually, provided by the Association without loss of pay or accrued leave. Grievants with whom the steward(s) must meet for the formal investigation and processing of grievances shall be allowed reasonable time during regular working hours for these purposes; provided that the orderly process of the Employer's business shall not be disrupted. Employees, stewards, and other Union representatives will be unimpeded and free from restraint, interference, coercion, discrimination and reprisal in the investigation and processing of grievances, or otherwise seeking enforcement of this agreement.

4.2.6 Given the unique nature of the services that NHPD provides, the parties recognize and agree that some disciplinary actions, and related grievances, may involve the discussion of attorney-client privileged information. To this end, the Parties agree to observe the Rules of Professional

Conduct at all times, including but not limited to, Rule 1.6 of Professional Conduct. As a result, certain association representatives may be disallowed from fully participating in stages of representations that would require the disclosure of privileged/confidential material and where disclosure to the association representative would result in violation of the Rules of Professional Conduct. Further, the parties recognize and agree that it may be necessary to take additional steps during the grievance process, including the redaction of written materials, necessary to protect and preserve the privilege and confidentiality owed to the client.

4.2.7 Board of Director's Leave: NHPD shall authorize up to forty-eight (48) hours per year for one person without loss of time or regular pay for a director and/or officer of the Board of Directors for the State Employees' Association of New Hampshire, Inc., SEIU Local 1984, for the purpose of attending meetings of the Board of Directors. The employee shall give reasonable notice for use of such leave.

4.3 *Use of Facilities*

4.3.1 The Association shall be allowed the reasonable use of NHPD facilities for meetings, functions, or activities directly related to its position as the recognized representative for NHPD covered employees without charge. The use of NHPD facilities shall be subject to the following conditions:

- a. Such NHPD facilities are available and their use for such meetings would not conflict with NHPD's business.
- b. Such approval is granted in advance and shall be subject to such other reasonable conditions as may be imposed by NHPD.
- c. Such approval, if given, will be limited to NHPD covered employees, and Association staff members and guests. Association staff and guests will not have access to confidential or privileged information, and appropriate steps will be taken to insure the preservation of confidential or privileged information.

ARTICLE 5 DUES CHECK-OFF AND PAYROLL DEDUCTION

- 5.1 Beginning July 1, 2023 NHPD agrees to deduct, in equal installments, the regular annual membership dues of the Association from the pay of each full-time covered employee of the bargaining unit, who indicates in writing that they wish such deductions to be made.
- 5.2 Beginning July 1, 2023, NHPD agrees to deduct in equal installments, the regular annual membership dues from each regular part-time covered employee of the bargaining unit who indicates that they wish such deduction to be made.

- 5.3 The Association will provide NHPD with the completed payroll deduction authorization form as authorized by the covered employee.
- 5.4 **Dues Change:** When Association members vote for a change in Association dues which necessitates a modification of payroll deductions and the Association wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the Executive Director of NHPD, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary of the Association with Corporate Seal.
- 5.5 **Payroll Deduction Implementation:** To the extent that action is necessary by the Employer to implement the dues deductions, the Employer shall make reasonable effort to ensure that the payroll deductions are put into effect as soon as practicable.
- 5.6 **Membership in the Association shall be continuous unless changed by the covered employee in accordance with the membership/dues maintenance agreement. Any change from dues paying membership may be made by the covered employee in accordance with the terms of the membership and maintenance of dues agreement. Such requests to change membership or dues status must be validly made in writing and may be emailed to admindepartment@seiu1984.org or may be mailed to the Association and shall be addressed to:**
- The State Employees' Association of NH, Inc.
SEIU Local 1984
207 North Main Street
Concord, NH 03301
- 5.7 NHPD agrees it shall not cease dues deduction for any member unless it has received notice from the Association that said member has validly withdrawn from paying dues in accordance with the applicable agreement between the employee and the Association.
- 5.8 The Association hereby agrees that it will fully indemnify, defend, and hold NHPD completely harmless from any claims, actions, or proceedings arising out of any deductions made pursuant to this Article. The SEA retains full authority, autonomy, and responsibility regarding the means, strategies, cost, personnel, and/or contractors in executing any defense.

**ARTICLE 6
GRIEVANCE AND ARBITRATION PROCEDURES**

6.1 The parties agree that the orderly process hereafter set forth shall be the method for resolving grievances and disputes arising with respect to the interpretation or application of any provision of this Agreement and deliberations regarding employee discipline shall be pursued in a confidential manner. It is the objective of the parties to encourage and facilitate the prompt and equitable resolution of grievances and to attempt to do so at the lowest possible level. No member of the bargaining unit shall be subject to reprisal for using the Grievance Procedure or for participating in the resolution of a grievance.

6.2 General Provisions

6.2.1 A “grievance” is any dispute or difference concerning the interpretation, application, or alleged violation of an Article of this Agreement.

6.2.2 A grievance shall be filed within ten (10) business days from the time the grievant knew or should have known of the alleged violation. A grievance is considered to be formally filed when it is submitted to Step One, or other appropriate Step, of this procedure.

6.2.3 A grievance may be initiated by a covered employee or a group of covered employees of the bargaining unit, by the Association, or by NHPD.

6.2.4 The Association shall have the right to file a grievance involving a management action which affects Association members and is alleged to be a violation of the Agreement. A grievance initiated by the Association shall be filed directly with the Executive Director and shall be considered a Step II grievance.

6.2.5 A grievance initiated by NHPD against the Association or its members shall be served directly upon the President of the Association and shall be considered a Step II grievance.

6.2.6 Failure of the Grievant at any step of this procedure to appeal the grievance to the next step of the procedure within the time limits specified shall be considered acceptance by the Grievant of the decision rendered at the preceding step.

6.2.7 Failure on the part of NHPD to comply with the time limit requirements of this Article shall elevate a grievance to the next step unless the Parties have agreed to extend the time limit requirement.

6.2.8 The time limits prescribed in this article may be extended by mutual agreement between the Parties. In the event that a time limit expires on a Saturday, Sunday, or holiday, such time limit shall be extended to the next regular business day.

6.2.9 A Grievant may withdraw the grievance at any point in this procedure.

6.2.10 A Steward may assist a grievant in processing a grievance. In so doing, the Steward shall be given the opportunity to discuss the matter with the grievant and such other employees who may have information bearing on the matter, prior to presenting the grievance. A staff person or representative of the Association may substitute in the place of or participate in addition to any Steward in this procedure. At all times, any grievant, steward or other Association representative must conduct themselves in accordance with the Rules of Professional Conduct, including but not limited to Rule 1.6.

6.2.11 Grievances shall be investigated and handled to minimize interference with the regular work schedule(s) and institutional operations.

6.2.12 Any resolution of a grievance shall not be inconsistent with the terms of the Agreement.

6.2.13 No grievance resolved through the informal process shall constitute a precedent for any purpose unless agreed to in writing by NHPD and the Association.

6.2.14 Nothing in this Article shall be construed as an abrogation of the right of any covered employee to present a grievance without the intervention of the exclusive representative in accordance with law.

6.2.15 Maintaining Client Confidences and Privileged Information- The parties acknowledge that grievances filed under this dispute resolution procedure may involve information or materials that are subject to the attorney-client privilege, work product doctrine, or other protections provided by the Rules of Professional Conduct or by statutory or constitutional provisions. As a result, any party using said information must appropriately redact identifying information before presenting it. In the event either party at any time wishes to present such information, after consultation between the parties, the managing attorney for the office or designee shall provide for the information to be presented while not improperly disclosing client confidences and/or otherwise privileged information.

6.3 Grievance Procedure - Informal Stage

6.3.1 It is expected that a covered employee shall attempt to resolve the concern expeditiously by discussing the disputed matter in an informed and informal manner with the parties directly involved.

6.4 Grievance Procedure – Formal Stage

6.4.1 Step One – Grievant and Managing Attorney or Designee

a. If the grievance is not resolved during the informal stage and the employee and/or the Association feels further review is justified, a formal written grievance may be submitted to the managing attorney or designee having responsibility for the Grievant. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated and the remedy sought. It shall also include any documents supporting the complaint.

b. The formal grievance shall be filed within ten (10) business days from the time the Grievant knew or should have known of the alleged violation.

c. The managing attorney or designee shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Such meeting shall be scheduled within ten (10) business days from the date of filing of the Step One grievance.

d. The managing attorney or designee shall notify the grievant or his/her representative and his/her immediate supervisor in writing of the decision reached within ten (10) business days after the meeting.

e. If the parties are able to resolve the grievance, then the terms of the resolution, including any remedy agreed upon, will be implemented promptly and in good faith by all parties.

f. A grievant may file directly to step II if the managing attorney or designee would not have the authority to resolve the grievance, or if the managing attorney or designee has a conflict of interest regarding the grievance.

6.4.2 Step Two – Grievant and Executive Director or Designee

a. If, subsequent to the receipt of the decision rendered in Step One, the Grievant and/or the Association feels that further review is justified, a formal written grievance may be submitted to the NHPD Executive Director or his/her designee within ten (10) business days from the date of the written decision. The written submission shall include a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated and the remedy sought. It shall also include any documents supporting the complaint and the decision(s) rendered through the grievance proceedings.

b. The Executive Director or his/her designee shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Absent exigent circumstances, such meeting shall be scheduled within ten (10) business days from the date of filing of the Step Two grievance.

c. The Executive Director or his/her designee shall notify the Association, the Grievant and the designated administrator in writing of the decision reached and reasons therefore within ten (10) business days after the meeting.

6.5 Arbitration Procedure

6.5.1 Any grievance arising out of the interpretation, application, or alleged violation of this Agreement which has not been satisfactorily adjusted under the grievance procedure may be submitted for arbitration by the Association within twenty-five (25) business days of the Executive Director's/designee's decision.

6.5.2 Arbitration shall be conducted by an external, qualified arbitrator, mutually agreed to by NHPD and the Association, pursuant to the rules of the American Arbitration Association (AAA). The procedure for the selection of the arbitrator will be as follows:

a. NHPD and the Association shall communicate promptly to choose the arbitrator no later than ten (10) business days from the date of the demand for arbitration. If a mutually agreed upon selection cannot be made within such ten (10) business day period, then either party may request a list from the American Arbitration Association and selection shall be made in accordance with the rules of the American Arbitration Association. The Parties may mutually agree to choose a different arbitration administration company or agency.

b. The Arbitrator shall have no power to add to, subtract from, modify, or disregard any of the provisions of this Agreement. The arbitrator shall have the authority to frame the question(s) submitted for arbitration, to make an award, and to fashion the appropriate remedy. In the event the question before the Arbitrator is the arbitrability of the asserted grievance, the arbitrator shall first decide that issue and determine whether to hear the substance of the case. The arbitrator shall not be automatically disqualified from hearing the substance of the case by reason of determining arbitrability.

c. Each party shall bear the expense of its witnesses and for preparing and presenting its own case. The compensation and expenses of the arbitration and the arbitrator shall be assessed by the AAA (or other third party administrative entity) and the arbitrator and shall be shared equally by NHPD and Association.

6.5.3 NHPD, the Association, and the grievant agree to abide by the decision of the arbitrator, which is final and binding on all parties.

6.5.4 Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance.

ARTICLE 7 WAGES

7.1 Effective upon final execution of this Agreement, the current wage grid applicable to bargaining unit members shall continue without further change. If during the term of this agreement NHPD receives additional funding, the Parties agree that either may demand to reopen negotiations for the purpose of bargaining wages and other cost items.

7.2 Bargaining unit members will advance on the wage grid as follows: each bargaining unit member will proceed to the next step on the wage grid on the anniversary of their date of hire or on the date specified in the bargaining unit member's offer letter.

7.3 Effective upon final execution of this Agreement, the following annual stipends will be paid, such stipends to be paid in equal installments as part of the NHPD's ordinary and regular payroll:

| <u>STIPEND DESCRIPTION</u> | <u>STIPEND ANNUAL AMOUNT</u> |
|--|------------------------------|
| Trial Skills Team | \$1,000 |
| Mentor (New Attorney) | \$1,000 |
| Mentor (Lateral Attorney With Three (3) Or Fewer Years Of Criminal Defense Experience) | \$500 |
| Hiring Committee | \$1,000 |

7.4 Stipend Eligibility:

Hiring Committee: Any employee selected to serve on the hiring committee who serves on at least 65% of all hiring panels for a calendar year shall receive the above hiring committee stipend. Any employee selected to serve on the hiring committee who serves on at least 50% of all hiring panels for a calendar year shall receive 75% of the above hiring committee stipend.

7.5 In the event that NHPD provides an across the board financial benefit, whether as a cost of living adjustment, percentage based raise, flat dollar raise, bonus, stipend, additional step(s), or other payment, to all of its non-bargaining unit staff, all NHPD covered staff shall also receive the same financial benefit. Nothing in this provision shall be interpreted as to permit the reduction of benefits or pay for bargaining unit employees as provided for by this agreement.

**ARTICLE 8
RETIREMENT BENEFITS**

NHPD shall provide a 403b retirement benefit to all covered employees, and shall match all employee contributions up to two and one-half percent (2.5%) of the employee's total income. The vesting structure shall be as follows: year 0-1= 0%; year 1-2=20%; year 2-3= 40%; year 3-4= 60%; year 4-5= 80%; after completion of year 5 and beyond = 100%. The Association acknowledges that the defined contribution retirement plan provider shall be chosen by NHPD and shall be administered in accordance with qualified plan documents. However, the plan documents must not be changed in any manner to be inconsistent with the terms of this agreement.

**ARTICLE 9
REIMBURSEMENT AND PAYMENT OF BUSINESS EXPENSES**

9.1 Employees may request approval for reimbursement for all reasonable business expenses incurred while performing services on behalf of the NHPD. Reasonable business expenses include, but are not limited to, the following:

1. Mileage is to be compensated at the rate of fifty-five cents (\$0.55) per mile.
2. An attorney may request reimbursement for lodging in the case of a multi-day hearing when NHPD determines that daily travel would unduly interfere with the attorney's ability to perform their assigned duties. Requests for lodging reimbursement shall not be unreasonably denied.
3. Attorney license fees (Annual Dues and Court Fees). Said fees shall be paid upfront by the NHPD.
4. To the extent not inconsistent with the foregoing, the parties will abide by the provisions of the NHPD Policy 2.11 at the time of the execution of this agreement.

ARTICLE 10 HOLIDAYS

10.1 Holidays- All bargaining unit employees shall be entitled to the calendar holidays observed by the New Hampshire Judicial Branch. Bargaining unit employees shall have said days off without loss of pay.

10.2 In addition to the Holidays observed herein, each employee shall receive one (1) floating holiday.

ARTICLE 11 PROFESSIONAL DEVELOPMENT

11.1 **Continuing Legal Education Credits-** NHPD shall provide program training and/or pay for or reimburse all necessary continuing legal education credits (CLEs) as may be required to maintain a license to practice law in accordance with the New Hampshire Bar Association rules and regulations. NHPD shall not be required to pay for classes in excess of an attorney's annual minimum CLE requirements, but nothing shall prevent any attorney from requesting payment or reimbursement for a course above the minimum requirements. NHPD retains the sole discretion to approve or deny an attorney's request for payment for courses above the minimum CLE requirements.

11.2 **Co-Counsel-** For mentorship and assisting attorneys in highly complex cases, attorneys shall be permitted to have co-counsel as soon as possible for all homicide cases (including death resulting), AFSAs, juvenile certification cases, cases which carry the possibility of life imprisonment, and other highly complex cases. Nothing herein shall be read to prohibit use of co-counsel for any case in which the attorney and supervisor agree to appoint a co-counsel. Supervisors must approve all co-counsel requests and assignments.

11.3 **Mentorship-** All new hires (whether members of the new lawyer class or laterals) will be entitled to have a mentor assigned to support their professional development during their first year of employment with NHPD.

11.4 **Equitable Notice/Distribution of Professional Development Opportunities:** Opportunities to attend conferences, trainings, symposiums, conventions, or other forms of professional development shall be noticed to all employees. Interested employees shall be permitted to express interest via email to the executive director's designee prior to the selection of any employees being chosen to attend said training.

11.5 **Practice Groups:** Assuming that there is sufficient interest from qualified staff attorneys, NHPD shall create and maintain practice groups in the areas of Youth Law, DWI/Motor Vehicle, Competency, DV/Sex Cases, Experts, and Technology. Nothing herein shall be read to prohibit NHPD from creating practice groups in additional areas of law. The practice groups shall be supervised by the Director of Litigation.

11.5.1 Size and Membership: The size of a practice group will be determined by NHPD based on the level of interest, qualifications of applicants, and need for expertise in a particular practice area. NHPD may reasonably adjust the size of any practice group, but no member will be involuntarily removed from a practice group because of such adjustment. NHPD will conduct interviews to determine the membership of a practice group. All attorneys, including non-bargaining unit members, may be eligible to join a practice group. NHPD reserves the right to determine whether to add non-attorney staff, including investigators and paralegals, to any practice group.

11.5.2 Responsibilities: Practice groups will be responsible for creating and maintaining a resource web page for the practice area, updating the appropriate areas of the practice guide, conducting periodic training sessions, maintaining motion banks for their practice areas, and organizing periodic case conferences.

ARTICLE 12 WORKLOAD/CASELOAD

12.1 The Parties agree and understand that maintaining appropriate caseloads is necessary for effective assistance of counsel and results in better client services and representation standards, improves attorney hiring and retention, and aids in establishing strong employee morale. To this end, it is the shared goal of the parties that cases are assigned in consideration of difficulty and anticipated time it will take to close the case, and to ensure that clients receive the highest level of attention and care.

12.2 Attorneys and Managing Attorneys are encouraged to speak with each other about caseload concerns. NHPD shall not retaliate against employees for raising such concerns, nor shall any employee be discouraged or otherwise deterred from bringing caseload concerns forward.

12.3 Managing attorneys shall communicate with each attorney regarding caseloads at least once each quarter.

12.4 NHPD shall uphold the maximum office caseload thresholds outlined in its contract with the Judicial Council.

12.5 Notwithstanding Article 12.4, NHPD may assign cases in excess of the thresholds articulated in the contract with the Judicial Council when it determines doing so is necessary. No individual staff attorney shall be assigned more than 750 units in one year, except for ECR attorneys, who shall not be assigned more than 850 units in one year. Notwithstanding the preceding sentence, nothing shall preclude a staff attorney from mutually agreeing with NHPD management to exceed the individual caseload caps provided herein. ECR attorneys shall be any attorneys that are designated as and agree to be classified as an ECR attorney.

The caseload limits described in 12.4 and 12.5 shall be effective from the date of the execution of this agreement until June 30, 2027.

12.6 If an attorney's caseload is over 100 open cases, that attorney's managing attorney shall meet with said staff attorney to discuss the attorney's caseload and develop plans for managing the attorney's caseload. The attorney and their managing attorney shall continue to meet monthly to discuss the attorney's caseload until such time as the number of open cases and number of incoming units is below the numbers outlined above.

12.7 The Parties agree to create a caseload committee, consisting of members of administration, staff attorneys selected by the union in accordance with its bylaws, and managing attorneys. The caseload committee shall meet at least quarterly. The committee shall be responsible for assessing caseloads, providing feedback on the implementation of NHPD's caseload plan, and advising administration on general caseload matters.

12.8 NHPD shall provide each attorney their case unit reports monthly, if requested.

ARTICLE 13 REMOTE WORK

13.1 Staff attorneys with six (6) months or more seniority with NHPD will be permitted to work remotely one (1) day per calendar week, with prior approval from their managing attorney or direct supervisor, subject to the limitations described below.

13.2 Staff attorneys with less than six (6) months of seniority with NHPD will be permitted to work remotely one (1) day per two-week pay period, with prior approval from their managing attorney or direct supervisor, subject to the limitations described below.

13.3 Staff attorneys who work on a schedule of eighty percent (80%) or ninety percent (90%) will be permitted to work remotely one (1) day per two-week pay period, with prior approval from their managing attorney or direct supervisor, subject to the limitations described below. Staff attorneys who work on a schedule of less than eighty percent (80%) will not be permitted to work remotely.

13.4 Staff attorneys may choose to work one (1) full day from home or may choose to work half of the day in the office and half of the day at home. Staff attorneys will not be permitted to work remotely for two (2) consecutive full workdays, even if the days occur within separate weeks. Staff attorneys will not be permitted to work remotely for two (2) consecutive half days.

13.5 Staff attorneys will not be permitted to work remotely during a week in which NHPD offices are closed for two (2) or more days due to a holiday. Staff attorneys will not be permitted to work remotely during a week in which they utilized two (2) or more annual days.

13.6 If a staff attorney has an out-of-office obligation scheduled at or before 10 AM, and the location of the scheduled event is closer to the staff attorney's home than the staff attorney's

office, the staff attorney may work remotely prior to the obligation, rather than travelling to the office. If a staff attorney has an out-of-office obligation that concludes at 2:30 PM or later, and the location of the obligation is closer to the staff attorney's home than the staff attorney's office, the staff attorney may work remotely for the remainder of the day. Time spent working remotely in these specific scenarios will not be considered against the staff attorney's allotted remote workdays. Staff attorneys who work on a schedule of eighty percent (80%) or less are permitted to work remotely in the specific scenarios outlined in this paragraph.

13.7 Staff attorneys who choose to work remotely who do not reside in New Hampshire must comply with all ethical rules and guidance from their home state and the State of New Hampshire regarding remote work. Some states may prohibit attorneys from practicing law in other states while located within that state. If an attorney lives in a state that does not permit attorneys to practice law in another state while located in that state, the attorney will not be permitted to work remotely.

13.8 Though staff attorneys are permitted to work remotely according to the schedule outlined above, utilizing remote workdays is not guaranteed. Unused remote workdays will not carryover to another week or pay period. Staff attorneys will not be compensated or paid for remote workdays upon separation from NHPD.

13.9 Approval for a remote workday must be obtained at least one (1) business day prior to the remote work day, though managing attorneys/direct supervisors may approve same day requests for exceptional circumstances within their discretion. Staff attorneys who work remotely must be available and responsive during all normal business hours.

13.10 Remote work must mirror an in-office workday. This means staff attorneys will not be permitted to provide childcare, engage in work other than NHPD-related work, or attend non-NHPD related appointments while working remotely. Staff attorneys must use personal, annual, or sick time to accommodate childcare, non-NHPD work, and non-NHPD appointments.

13.11 Remote work must not interfere with in-person work obligations, including but not limited to court appearances and in-person meetings. If staff attorneys are scheduled to appear in court or to be present for an in-person obligation after obtaining approval for a remote workday, the staff attorney may not work remotely and must appear for the hearing/meeting. Staff attorneys shall not request a continuance of a hearing in order to accommodate a remote workday. Staff attorneys shall not seek or obtain coverage for a scheduled hearing in order to accommodate a remote workday. Staff attorneys must appear in person for all court hearings unless the court scheduled the hearing as a telephonic or video hearing. Staff attorneys shall not ask a court to convert an in-person hearing to telephonic or video hearing in order to accommodate a remote workday.

13.12 Staff attorneys who act as mentors to fellow staff members or to interns must be available to provide mentorship while working remotely. If a mentee is scheduled to appear in court or to take part in another in-person obligation requiring supervision, the mentor may seek coverage for the supervision from the managing attorney, assistant managing attorney, or direct supervisor. If the managing attorney/assistant managing attorney/direct supervisor is unable to secure coverage

for the supervision, the mentor staff member shall not work remotely and must be present for the hearing/in-person obligation requiring supervision.

13.13 Staff attorneys who are required to quarantine due to COVID may work remotely with prior approval from the managing attorney or direct supervisor. Remote work due to a COVID quarantine will not be subject to the one (1) day per pay period limitation. Staff attorneys are not permitted to work remotely for an illness other than a COVID quarantine and must instead utilize sick time.

13.14 Staff attorneys in their first three years of practice may not work remotely on days when new lawyer case conference occurs if the office has a new lawyer case conference. If the office does not have new lawyer case conference, staff attorneys in their first three years of practice may not work remotely on days when general case conference occurs. Staff attorneys who have been practicing for more than three years shall not be absent from case conference due to remote work more than once per calendar month. Managing attorneys retain the discretion to require lateral attorneys with more than three years of experience to attend case conference rather than working remotely.

13.15 With approval from the managing attorney or direct supervisor, staff attorneys may work remotely due to inclement weather. This provision will also apply to staff attorneys who work a schedule of eighty percent (80%) or less. Approval may be same day if the remote request is related to inclement weather. With approval, staff attorneys may work remotely due to inclement weather even if they have already used their allotted remote workdays for the pay period. A remote workday due to inclement weather will not be counted against the staff attorney's allotted remote workdays. If a staff attorney is required to appear in person for a court hearing or has another in-person obligation, the staff attorney must attend the in person hearing or obligation. Staff attorneys may seek a continuance of a scheduled hearing, or ask the court to convert an in-person hearing to a telephonic or video hearing, to accommodate remote work due to inclement weather with prior approval from the managing attorney. If an individual office closes due to inclement weather, staff attorneys who used a remote workday may stop working when the office closes.

13.16 Staff attorneys must be careful to adhere to the Rules of Professional Conduct while working remotely. This includes but is not limited to taking measures to ensure client confidentiality while working remotely. To work remotely, staff attorneys must have a space to speak privately with clients or others about a client's case. Staff attorneys must also ensure that other people, including household members, do not have access to client files or other privileged information.

13.17 Staff attorneys who work remotely are expected to maintain their workspace in a safe manner, free from safety hazards. Injuries sustained by while working remotely and in conjunction with their regular work duties are normally covered by NHPD's workers' compensation policy. Staff attorneys working remotely are responsible for notifying the HR department of such injuries as soon as practicable. Staff attorneys are liable for any injuries sustained by visitors to their home worksite.

13.18 Staff attorneys should use their NHPD provided laptop while working remotely to prevent security breaches. Staff attorneys shall not use a personal email account to disseminate privileged information while working remotely.

13.19 Staff attorneys who work remotely must have the technology necessary to perform all work functions remotely. This means staff attorneys working remotely must have access to the internet and phone service. If internet or phone service is interrupted during a remote workday causing the staff attorney to be unable to work remotely, the staff attorney must either travel to the office for the remainder of the day or take the remainder of the day as an annual or personal day. If the call forwarding system provided by NHPD does not work at the staff attorney's remote work location, the staff attorney will provide their managing attorney, office administrator, and legal assistant with an alternative way to be reached by phone and to speak to clients or other outside callers.

13.20 Staff attorneys who choose to work remotely do so at their own expense. NHPD will not reimburse staff attorneys for the cost of home internet service or the purchase of home office equipment or other items related to remote work. Staff attorneys may utilize the Help Desk for problems related to NHPD owned IT equipment while working remotely. However, if the NHPD IT department is unable to resolve the problem to accommodate remote work, the staff attorney must either make an alternative arrangement to alleviate the problem or work from the office.

13.21 Managing attorneys and assistant managing attorneys may work remotely for one (1) day per two-week pay period, subject to the requirements above, and subject to the following additional requirements. In offices with a managing attorney and one or more assistant managing attorneys, at least one (1) member of the management team must be present in the office each workday. In offices without an assistant managing attorney, the managing attorney shall ensure that they are able to perform all management functions remotely, without placing an undue burden on the office administrator or other members of the office. Managers shall not delay performing essential management functions, such as assigning cases, in order to accommodate working remotely. Managers who work remotely must be available to staff and clients at all times, unless the manager is unavailable due to performing another work-related task.

13.22 If a managing attorney, assistant managing attorney, direct supervisor, or program director learns that a staff attorney is not complying with the requirements and obligations outlined above regarding remote work, the staff attorney may be subject to discipline, in accordance with just cause, including but not limited to the suspension or revocation of the privilege to work remotely.

Article 14 TRANSFERS

14.1 ATTORNEY ROTATIONS AND TRANSFERS- The Union and NHPD recognize the benefit of affording attorneys the ability to voluntarily transfer to an attorney's desired office and the opportunity to rotate to the appellate division when there are sufficient cases, and the importance of attorney professional development, while still ensuring that client needs and NHPD business needs are adequately met. The Union and NHPD also recognize that unnecessary transfer of attorneys can be disruptive to attorneys, client interests and the attorney-client relationship. Therefore, the following attorney transfer rotation policy applies (this provision does not apply to any transfer that may be disciplinary in nature, or necessitated by misconduct on the part of the employee who is the subject of the transfer in accordance with just cause):

14.2 NHPD will manage attorney transfers consistent with client interests and the interests of the employees.

14.3 Any written request for a transfer should specify the name of the attorney, the length of time the attorney has served in his or her current office and in any prior office, and any other relevant facts that should be considered. An attorney who requests to rotate to a new office may also list a preference to rotate to a particular office or offices. Such preferences shall be considered in transfer decisions.

14.4 When filling vacancies or new positions, NHPD shall first consider volunteers who have asked to be transferred into or indicated interest in the open position. If NHPD determines that volunteers should not be assigned to the open position due to client interests, professional development needs of the volunteers or of other lawyers, or due to other management considerations or if there are not volunteers, NHPD may require other attorney(s) to leave their current office(s). Managers will consult with attorneys being considered for transfer to learn whether there are particular considerations that would make the transfer an unusual hardship at that time. NHPD will make every effort to avoid transferring an attorney involuntarily more than once in a five (5) year period, without articulable reasons for doing so.

14.5 Ordinarily, in the interests of clients and attorneys, attorneys will not be transferred to a new office less than 12 months after being placed in his or her current office absent mutual agreement. This section does not apply to administrative transfers due to exigent circumstances.

14.6 Ordinarily an attorney shall not be assigned any case that is set for trial within 14 days of assignment to the new office. NHPD shall consider the impact of transferred caseloads on workload capacity of attorneys on a case-by-case basis, and supervisors will meet with attorneys who have transferred into their division to discuss what if any accommodation is being made for the impact of the transfer.

14.7 Any permanent involuntary transfer to an office more than 30 miles from the current office shall require a sixty (60) day notice. If the involuntary transfer is greater than 30 miles from the attorney's home, and the attorney moves as a result, then NHPD shall provide reasonable moving

expenses. Before initiating a permanent transfer in accordance with this provision, NHPD shall make reasonable efforts to fill the vacancy. Any attorney selected as an involuntary transfer shall be given the option to have the transfer be temporary, and the attorney shall be relocated to their prior office once practicable.

ARTICLE 15 HEALTH AND OTHER PERSONAL INSURANCE

15.1 In accordance with RSA 604-B:9, NHPD shall provide NHPD attorneys and their families, who elect to receive NHPD employer sponsored health insurance, the medical and dental insurance provided to the state employees of New Hampshire. Covered employees may elect to choose from employee only coverage, two-person coverage, or family coverage.

The premium share for employees who elect to participate in the health insurance shall be as follows:

- Employee only coverage - \$20.00 per two-week pay period;
- Two-person coverage - \$40.00 per two-week pay period; and
- Family coverage - \$60.00 per two-week pay period.

The premium share for employees who elect to participate in the State's dental insurance plan shall be as follows:

- Employee only coverage - \$2.00 per two-week pay period;
- Two-person coverage - \$4.00 per two-week pay period; and
- Family coverage - \$6.00 per two-week pay period.

15.2 Optical Insurance- The NHPD shall make available to covered employees and their dependents an optical benefit plan (eye insurance). Any employee may opt to subscribe to the optical plan at their own expense. NHPD shall process any necessary payroll deduction(s) to this end.

15.3 Life Insurance- Covered employees shall be provided with basic life and accidental death and dismemberment insurance benefit at least equal to the life insurance benefit provided for in the NHPD handbook at the time of executing the agreement. The cost of said insurance shall be paid 100% by NHPD. It is agreed by the parties that the NHPD shall have the sole right to select the provider for life and accidental death and dismemberment benefit coverage.

15.4 HEALTH INSURANCE COVERAGE OPT-OUT INCENTIVE

15.4.1 The Health Insurance Coverage Opt-Out Incentive will go into effect if the number of eligible bargaining unit employees who opt-out of employer-sponsored health insurance

coverage, compared to the number of eligible bargaining unit employees who elected to opt-out of employer-sponsored health insurance coverage in the immediately preceding calendar year as measured on December 1 of each year, reaches or exceeds ten (10). If this does not occur, then the Health Insurance Coverage Opt-Out Incentive will not be in effect and each eligible employee who elected to opt-out of employer-sponsored health insurance coverage will be notified and allowed to enroll in employer-sponsored health insurance coverage based on the criteria noted in Section V below.

15.4.2 Once the Health Insurance Coverage Opt-Out Incentive is in effect, it will remain in effect provided a total of at least ten (10) eligible bargaining unit employees continue to elect to opt-out of employer-sponsored health insurance coverage.

15.4.3 Employees who are eligible for employer-sponsored health insurance coverage may voluntarily opt-out of this coverage if they can demonstrate proof of alternative qualifying health insurance coverage. Alternative qualifying health insurance coverage does not include “Marketplace” health insurance coverage; Medicare; health insurance coverage provided by the employer to a spouse, parent, or other relative of the eligible employee; or any health insurance coverage that will result in the assessment of a levy or penalty against the employer under the Affordable Care Act. Note, eligible employees are responsible for ensuring their alternative health insurance coverage meets minimum essential coverage requirements as defined by applicable federal and state regulations.

15.4.4 Employee Eligibility Criteria

I. To opt-out of health insurance coverage:

- An employee must be actively employed by the employer and eligible for health insurance.
- An employee must provide the employer with sufficient documentary proof of enrollment in alternative qualifying health insurance coverage, such as a spouse’s employer-sponsored health insurance coverage.

I. Proof Of Enrollment

Sufficient documentary proof of enrollment in alternative qualifying health insurance coverage will include:

- A letter from the alternative health insurance provider confirming active coverage.
- A valid insurance card from the alternative health insurance provider.

II. Incentive Payment Logistics

Employees who opt-out of health insurance coverage may be eligible for an opt-out incentive payment from the employer, subject to the following conditions:

- All eligibility requirements have been met.
- Incentive payments will be made using the employer’s standard payroll schedule and practices.
- Incentive payments are taxable and may be adjusted in accordance with IRS regulations.

III. Incentive Payment Amounts

Employees who qualify for an opt-out incentive payment will receive such payment according to the following tiers:

- Employee Only Coverage Opt-Out: \$4,000.00 annually.
- Employee + One Coverage Opt-Out: \$8,000.00 annually.
- Employee + Family Coverage Opt-Out: \$12,000.00 annually.

The incentive payment is an annual amount that will be prorated across each pay period beginning on January 1. Payments will end on the date the employee fails to meet the eligibility requirements as noted in Section I above.

IV. Re-Enrolling In Health Insurance Coverage

Employees who opt-out of the employer's health insurance coverage may re-enroll at the following times:

- During the employer's annual open enrollment period; and
- Following a qualifying life event (e.g., loss of alternative coverage, marriage, or childbirth), subject to providing the employer with sufficient documentary proof of the occurrence of such life event.

Article 16

REDUCTION IN FORCE/RETRENCHMENT/LAYOFF

16.1 The NHPD retains the sole and exclusive right to determine the extent and magnitude of any reduction in force/retrenchment/layoff (hereafter referred to simply as "layoff"). However, prior to the implementation of any layoffs, the parties shall meet and confer to attempt to resolve, in good faith, any financial shortfall giving rise to the layoffs, which may involve entering into additional agreement(s) regarding terms and conditions of employment. It shall be the goal of both NHPD and the Association to avoid layoffs whenever possible.

16.2 No full-time covered employee shall be laid off when the needs giving rise to the reduction in force can be met by the termination of temporary fill-in, or part-time employees serving in the same covered position. For purposes of this provision, employees who are working at least a 80% full-time load shall be considered full-time.

16.3 Notice of layoff

The NHPD institution shall provide written notice of the proposed layoff and the reason(s) therefore to the affected covered employee(s) at least thirty (30) calendar days before the date of layoff becomes effective.

16.4 Recall

16.4.1 If the reason(s) for layoff no longer apply, covered employees shall be recalled to their former NHPD position according to the same seniority order which was applied at layoff, provided such recall occurs within one (1) year from the original date of layoff.

16.4.2 Any such offer of recall must be accepted within ten (10) calendar days from the date of the written notice. Employees who refuse recall shall abdicate all future rights to recall.

16.4.3 Whenever a former employee who has been laid off from NHPD service is recalled within one (1) year from the date of their lay off, the employee's previously accumulated and unused balance of sick leave allowance shall be restored and credited to the employee.

16.4.4 A covered employee who is reinstated under this Section, shall not lose any of his/her previous seniority, however, s/he shall not accumulate seniority while laid off. The employee's seniority date shall be adjusted by adding each year, month, and day of prior seniority credit to the effective date of return to service.

16.4.5 A covered employee, who is laid off, shall notify the NHPD Department of Human Resources of any changes in his/her address or phone number(s) in order to provide a contact point for recall during the one year period following the date of his/her layoff.

16.5 Employee's Personnel Record: When NHPD lays off a covered employee, the NHPD shall note in the employee's permanent record or file 1) that the employee left NHPD service because of a layoff; and, 2) that the reason for leaving reflects no discredit on the service of the employee.

ARTICLE 17 DISCIPLINE

17.1 No covered employee shall be disciplined except for just cause. The just cause provision shall not apply to the separation of covered employees due to the cessation of funding from a grant or external source, or layoffs due to retrenchment.

17.2 Disciplinary measures may include a progression of discipline including written warning; withholding of a salary increment; disciplinary suspension without pay; demotion; and discharge. Examples of when discipline may be invoked against an employee are for failure to comply with managerial directives, rules, regulations, and policies of the NHPD, misconduct, or unsatisfactory job performance, or other offenses. Oral counseling, letters of counsel, and contents of performance evaluations are not considered disciplinary actions. Although discipline will normally be imposed in a progressive manner, the NHPD may skip or repeat steps based upon the circumstances of any given case. All discipline shall be documented in writing and shall specifically cite the act or omission that supports the disciplinary action. The NHPD shall make every reasonable attempt to administer disciplinary action in a timely fashion. Disciplinary actions shall normally take place in the presence of the employee.

17.3 All disciplinary documentation shall be placed in the employee's personnel file at the time of issuance. An employee receiving discipline shall sign the disciplinary notice solely as an acknowledgement of receipt and such signature shall not be deemed to be acceptance of the rendered discipline or as a waiver of any right to which the employee may be entitled.

17.4 A covered employee shall be entitled to Association representation at a disciplinary meeting or an investigative interview or meeting, if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action against him/her.

17.5 All such records of discipline and supporting documentation shall be retained permanently in the employee's official personnel file.

17.6 If the entirety of a disciplinary action is reversed at any step of the grievance procedure, the grievance and all supporting documentation attached or relating to the original disciplinary action shall be permanently removed from the employee's personnel file and shall not be used against the employee in any future personnel decisions or matters.

17.7 Privacy: The NHPD shall make every reasonable effort to counsel, reprimand, and/or discipline all covered employees in private and shall limit the discussion by supervisors of personnel issues of any covered employee to essential parties.

ARTICLE 18 ASSISTANCE IN CONTEMPT AND/OR DISCIPLINARY PROCEEDINGS

To the extent permitted by the applicable New Hampshire Rules of Professional Conduct, and not inconsistent with the NHPD's other attorney-client relationships, NHPD will provide assistance to staff attorneys in contempt proceedings and/or disciplinary proceedings arising out of or resulting from acts, errors, or omissions by a staff attorney alleged to have occurred while the staff attorney is acting within the scope of the staff attorney's professional duties and during the staff attorney's employment with NHPD. Such assistance may include legal representation if necessary, which shall either be provided by NHPD, or at its discretion, an outside attorney.

ARTICLE 19 PROFESSIONAL LIABILITY INSURANCE

NHPD will continue to provide professional liability insurance coverage for staff attorneys for acts arising out of the rendering or failure to render professional services by or on behalf of the New Hampshire Public Defender. Coverage will be similar to coverage currently provided by NHPD through its Professional Liability Policy with CNA, although NHPD reserves the discretion to determine the provider coverage.

**ARTICLE 20
ANNUAL LEAVE**

20.1 Work at NHPD can be physically and emotionally demanding. NHPD encourages its employees to take regular vacations of at least five (5) consecutive days. NHPD also recognizes that, separate from vacations, employees may need to take time away from work to take care of personal business or family matters. Annual leave is available for these purposes.

20.2 Regular full-time employees will accrue 1/12 of their annual leave monthly, beginning January 1 each calendar year, according to the following accrual schedule:

| <u>YEARS EMPLOYED AT NHPD</u> | <u>MAXIMUM TOTAL DAYS ACCRUED PER CALENDAR YEAR</u> |
|-------------------------------|---|
| 0-3 | 15 |
| 4-5 | 18 |
| 6+ | 20 |

20.3 Employees who worked for NHPD in 1996, and as a result were “legacied” with an accrual rate of twenty-two (22) days of annual leave per year, will continue to accrue annual leave at that rate.

20.4 An Employee may submit a written request to the Executive Director to borrow up to a total of five (5) days of annual leave. The determination whether to grant or to deny a request will be in the sole discretion of the Executive Director. Any grant of leave will require the borrowing Employee to complete a written agreement setting forth the terms on which the borrowed annual leave will be repaid to NHPD.

20.5 Part-time employees will accrue annual leave on a pro-rated basis.

20.6 In an employee’s first year of employment with NHPD, an employee will be credited with a pro-rated amount of annual leave.

20.7 The Executive Director may adjust initial placement on the accrual rate schedule for lateral hires relative to the lateral hire’s prior experience.

20.8 When an employee shifts from one accrual rate to another, the employee’s new accrual rate will become effective on the first day of the employee’s anniversary month.

20.9 Scheduling - Supervisors need to adjust work schedules and assignments to meet workload demands. Accordingly, employees are required to abide by the following scheduling requirements for the use of annual leave.

1. NHPD reserves the right to deny an employee who submits an annual leave request in excess of three consecutive days to their supervisor for consideration fewer than four (4) weeks in advance of the requested time off. If an employee is requesting more than two (2) consecutive work weeks off, the employee must submit an annual leave request to both the employee’s supervisor and the Executive Director.

2. Reasonable efforts will be made to allow employees to take annual leave in the amount and according to the schedule requested by the employee. However, the demands of the NHPD may dictate that a particular request be denied or deferred.

20.10 Carry Over - Unused annual leave does not convert to salary or to wages. Employees may carry over accrued but unused annual leave from calendar year to calendar year, up to a maximum of ten (10) days. Employees may request to carry over additional days which may be granted at the discretion of management. Any annual leave not used or carried over will be considered forfeit at the end of each calendar year.

20.11 Buy-Out – If an employee resigns or retires from employment from NHPD in good standing, provided the employee has given at least four (4) weeks' notice of the employee's intent to resign or retire, NHPD will compensate the employee for any accrued but unused annual leave that the employee has as of the date of resignation or retirement, to a maximum of ten (10) days. An employee whose employment is involuntarily terminated will not be entitled to this buy-out provision.

ARTICLE 21 SICK LEAVE

21.1 NHPD provides regular full-time employees with fifteen (15) days of paid sick leave per calendar year, to a maximum accrual of forty (40) days of paid sick leave. Paid sick leave is intended to be used for the employee's own illness or that of the employee's immediate family members, including grandparents, parents, spouse or significant partner, siblings, children or other dependents, grandchildren, or persons to whom the employee is related to by marriage to the same degree (e.g., a mother-in-law or a stepfather).

21.2 Part-time employees will accrue sick days in a pro-rated amount.

21.3 Sick time is credited to employees in a lump sum at the beginning of each calendar year. Employees in their first year of employment with the NHPD will be credited with a pro-rated amount of sick time at the time of hire.

21.4 An employee using sick leave must notify the employee's supervisor prior to taking such leave.

21.5 An employee who has a sick leave absence of five (5) consecutive workdays or more must present medical documentation for the absence.

21.6 An employee who has a sick leave absence of fourteen (14) calendar days or more related to the same medical event or condition must contact the Human Resources Office for assistance in submitting a short-term disability claim.

21.7 Employees will be required to use paid sick leave concurrently with leave under the Family and Medical Leave Act.

ARTICLE 22
SUPPLEMENTAL PAID LEAVE

22.1 The Employer recognizes that its Employees may face certain significant life events that require an extended absence from work. To help Employees address these significant life events, the Employer will provide each eligible Employee with Supplemental Paid Leave on the following terms.

22.2 Supplemental Paid Leave will be available for the same “qualifying events” as defined by the Family and Medical Leave Act (“FMLA”). Further, Supplemental Paid Leave will be available to “eligible Employees” as defined by the FMLA, that is Employees who have worked for the Employer for at least twelve (12) months and who worked at least twelve hundred and fifty (1250) hours in the twelve (12) month period immediately prior to taking leave.

22.3 For no more than one (1) qualifying event in a twelve (12) month period, an eligible Employee may elect to receive Supplemental Paid Leave, in the form of base salary continuation, for up to ten (10) weeks. For purposes of this provision, the applicable twelve (12) month period will be measured by the “rolling look-back” method, meaning that it will be measured backward from the first date of leave necessitated by the applicable qualifying event.

22.4 To be eligible to use Supplemental Paid Leave, an eligible Employee must utilize other accrued paid leave (i.e. sick leave, annual leave, or personal days) for the first two (2) weeks of leave necessitated by the applicable qualifying event. An eligible Employee will receive Supplemental Paid Leave for up to the remaining ten (10) weeks of leave necessitated by the qualifying event. If the period of leave necessitated by the qualifying event lasts less than twelve (12) weeks, the Employee will not be permitted to bank, accrue, or carry-over any Supplemental Paid Leave. In other words, under no circumstance will an eligible Employee be able to utilize more than ten (10) weeks of Supplemental Paid Leave in a twelve (12) month period.

22.5 To be eligible to use Supplemental Paid Leave, an eligible Employee must apply for Short-Term Disability coverage (if applicable) and/or any other source of third-party benefits (i.e. workers’ compensation benefits) that may be available to provide compensation during the leave necessitated by the qualifying event. If the eligible Employee receives any such third-party benefits, the amount of Supplemental Paid Leave will be adjusted so that it covers only the difference (if any) between the Employee’s regular base salary and the amount of any such third-party benefits.

22.6 Use of Supplemental Paid Leave will not deplete an eligible Employee’s other paid leave benefits.

22.7 Supplemental Paid Leave will only be available for use on an intermittent basis, as defined under the FMLA, at the discretion of, and with the written pre-approval of, the Employer.

22.8 All other existing rules related to FMLA leave included in the Employer’s current FMLA policy, as contained in the Employee Manual dated Sept. 24, 2020 (including but not limited to those related to eligibility, the definition of the applicable qualifying FMLA events, increments

of use, required medical certification, notice, return from leave, and employee status and benefits during leave) will remain in effect and will apply to an Employee's use of Supplemental Paid Leave.

ARTICLE 23 UNPAID LEAVE

23.1 Employees may apply for unpaid leave if they have exhausted all other forms of leave and/or if other forms of leave do not apply.

23.2 Unpaid leave shall be granted only in extraordinary circumstances and when it is anticipated that the employee will be able to return to work in a reasonable amount of time.

23.3 A request for unpaid leave must be made in writing and must state both the reasons for the request and the anticipated duration of the leave. Employees should submit their written request to both the Executive Director and the Human Resources Department.

23.4 The Executive Director will make the decision on requests for unpaid leave. The decision of the Executive Director will be final and not subject to grievance under the terms of this Agreement.

23.5 An employee who is granted unpaid leave is expected to return to work at the conclusion of the unpaid leave. Failure to return to work at the conclusion of unpaid leave will be considered a voluntary resignation.

23.6 Upon return to work after unpaid leave, an employee's scheduled salary review cycle will be extended by the amount of time spent on unpaid leave.

23.7 Health insurance coverage will automatically continue during an employee's unpaid leave, provided the insurance provider permits continued coverage and the employee continues to pay any and all premium share contribution required by this agreement. Continuation of health insurance coverage during an employee's unpaid leave may not be permitted by the NHPD's health insurance provider. In such case, if an employee wishes to continue health insurance coverage during unpaid leave, the employee may be required to apply for continuation of coverage under COBRA and pay applicable COBRA premiums.

23.8 With the exception of possible health insurance/COBRA continuation as discussed above, other employee benefits will not continue during unpaid leave. So, for example, an employee will not be paid for any holidays occurring during unpaid leave, nor will an employee continue to accrue annual leave, paid sick leave, or other paid leave.

**ARTICLE 24
PERSONAL DAYS**

On January 1 of each year, employees shall receive three (3) personal days. Personal days can be used for any reason and without prior approval. Employees taking personal days must inform their manager before the start of the business day. Any unused personal day(s) shall lapse on December 31.

**ARTICLE 25
RETENTION LEAVE**

25.1 In recognition of the difficult nature of the work that NHPD employees perform, retention leave will be provided to allow periodic, uninterrupted blocks of leave time for employees to use at regular intervals during their careers with NHPD.

25.2 At the intervals specified in Section 25.7 below, each bargaining unit member will receive ten (10) days of retention leave.

25.3 Retention leave can be combined with up to ten (10) days of annual leave to allow the bargaining unit member to take up to a 20 business day block of leave. If the bargaining unit member wishes to combine their retention leave with annual leave to take a leave longer than ten (10) consecutive business days, they must request that leave from their Managing Attorney and the Director of Legal Services at least six months in advance. Permission for leave will not be unreasonably denied.

25.4 Alternatively, at the bargaining unit member's discretion, a bargaining unit member can utilize retention leave in the same manner that they would utilize annual leave, incrementally throughout the year, subject to the same annual leave notice requirements outlined in Section 7.2 of the employee handbook.

25.5 Retention leave must be used within two calendar years from when it is earned. It will not carry over after two years, unless a request for retention leave under Section 25.3 above has been denied, in which case the bargaining unit member may carry over any unused retention leave to the following calendar year.

25.6 Upon separation from employment with NHPD for any reason, bargaining unit members will not receive any payout for unused retention leave.

25.7 Accrual schedule:

- A. Bargaining unit members whose most recent term of employment with NHPD began in 2016 or before will be awarded ten (10) days of retention leave on August 15, 2025 or the date of execution of this agreement, whichever is later, and will be awarded an additional ten (10) days of retention leave every seven (7) years thereafter.

- B. Bargaining unit members whose most recent term of employment with NHPD began in the years 2017 through 2021 will be awarded ten (10) days of retention leave on August 15, 2026 and will be awarded an additional ten (10) days of retention leave every seven (7) years thereafter.
- C. Bargaining unit members whose employment with NHPD began in year 2022 or later will be awarded ten (10) days retention leave on their 5-year employment anniversary, and will be awarded an additional ten (10) days of retention leave every seven (7) years thereafter.

**ARTICLE 26
WORK SCHEDULES**

26.1 Upon mutual agreement between an attorney and managing attorney, an employee may establish a work schedule that starts earlier or ends later than the normal work schedule. However, flexibility in setting work schedules will be limited in all cases by the requirement that each office maintain adequate coverage while the courts are open.

26.2 NHPD attorneys are professional, salaried employees. To this end, NHPD attorneys are also permitted, on occasion, to alter their normal work schedule to address personal needs, provided such alteration in work schedule does not interfere with the attorney’s duties and responsibilities.

**ARTICLE 27
BEREAVEMENT LEAVE**

27.1 Paid bereavement leave will be granted according to the following schedule:

1. Employees will be allowed up to ten (10) workdays off, with regular pay, in the event of the death of the employee's spouse, domestic partner, child or stepchild, parent/stepparent, or an adult who stood in *loco parentis* to the employee during childhood.
2. Employees will be allowed up to five (5) workdays off, with regularly regular pay, in the event of the death of the employee’s brother, sister, stepbrother, or stepsister.
3. Employees will be allowed up to three (3) workdays days off, with regular pay, in the event of the death of an immediate family member defined as grandparents, aunts or uncles, *first cousins, siblings in-law*, or parents in-law.

**ARTICLE 28
CIVIL LEAVE**

28.1 An employee will be granted civil leave without loss of pay or leave under the following conditions:

- (1) When performing jury duty; or

(2) When subpoenaed by a governmental body to appear before a court or administrative tribunal in a matter to which the employee is not a party.

(3) This provision shall not apply to subpoenas issued to an employee that are due in any way to that employee's outside employment.

28.2 Civil leave shall be granted to an employee on the day(s) the employee is scheduled to work regardless of whether the jury duty or the subpoena obligation and the work hours conflict. Such civil leave shall be granted in an amount equal to the time needed to perform the jury duty or the subpoena obligation, including travel time.

28.3 An employee's regular salary during any period of jury duty and/or as a subpoenaed witness will be offset by any jury fees and/or witness fees received by the employee. An employee must therefore disclose any such remuneration received to NHPD.

28.4 When an employee on jury duty is not required to be present in court during the employee's regular work hours, it is expected that the employee will report to work as usual.

ARTICLE 29 MILITARY LEAVE

29.1 **Military Leave:** Any full-time employee of NHPD who is a member of the National Guard or of a reserve component of the armed forces of the United States shall be entitled to military leave in accordance with the law, but in no event shall the employee be entitled to less than fifteen (15) days.

29.2 In times of armed conflict, members of the National Guard or Armed Forces Reserves who are assigned duties related to notification of next of kin, ceremonial or funeral details shall be released from their regular duties without loss of leave or pay. Such employees shall provide their supervisor with notice as soon as possible as to the date and expected duration of such assignments. Anyone called to active duty by the governor as a member of the National Guard or state militia will be granted the same employment and reemployment rights, privileges, and benefits as provided by USERRA for those called to federal duty.

ARTICLE 30 CASE ASSIGNMENT WHILE ON LEAVE

30.1 Except under unusual circumstances (such as, but not limited to, a new case with a current client) supervisors will avoid assigning new cases to an attorney when a scheduled hearing will occur during an attorney's approved leave of three (3) days or more, if that leave was requested more than twenty-one (21) days in advance.

30.2 An attorney taking three (3) or more consecutive days of leave shall not receive any case assignment for a non-current client while on leave with a hearing scheduled on the day of his or

her return from leave, unless the hearing can be handled by another attorney (with the managing attorney arranging for such coverage), or the attorney on leave agrees to accept the assignment. While NHPD may contact an employee pursuant to this article, no attorney will be disciplined for not responding to said inquiries while on leave.

30.3 If an employee is on parental leave, non-intermittent FMLA leave, or other extended leave of four (4) weeks or more, the NHPD will work cooperatively with the employee to assign cases to the employee so that the employee has a reasonable case load upon the employee's return to work. While NHPD may contact an employee pursuant to this article, no attorney will be disciplined for not responding to said inquiries while on leave.

ARTICLE 31 CONTINUITY OF EXISTING PERSONNEL POLICIES

The Parties agree that unless specifically addressed in this agreement or unless covering a mandatory subject of bargaining, the existing personnel policies contained in the NHPD's "Employee Manual" dated September 24, 2022 will remain in full force and effect and may be amended at the discretion of NHPD.

ARTICLE 32 PAYROLL INFORMATION

32.1 All covered employees shall be paid on a bi-weekly basis.

32.2 All covered employees shall be paid by direct deposit.

32.3 Payroll detail information shall include a clear designation as to the amount and category, e.g., regular, overload, bonus, etc... for which payment is being made.

32.4 Payroll checks, payroll advice forms, and other such payroll documents shall be distributed in a manner that maintains the confidentiality of personal and payroll information. Maintenance of confidentiality shall not, however, be interpreted so as to hinder the normal functioning of the payroll system, or to limit access to personal and payroll information by employees whose job functions require such access.

ARTICLE 33 HEALTH AND SAFETY

33.1 NHPD is committed to maintaining a safe workplace free from violence and other avoidable risks to its employees or its clients. In keeping with the NHPD Written Safety Program, employees all are encouraged to exercise good judgment and make safety a priority whenever or wherever they are working for NHPD. NHPD's Written Safety Program is located in Appendix K of the Employee Handbook.

33.2 NHPD's goal is to create a safe working environment that removes unsafe practices and

eliminates avoidable accidents. NHPD is governed by federal and state occupational safety and health laws, which regulate hazards in the workplace, as well as its own safety and health standards and policies. Each employee is expected to comply with all applicable health and safety laws, standards and policies and is continuously trained on such laws, standards and policies.

33.3 Employees must work in a manner to prevent personal injuries to themselves and others and will be evaluated on his/her compliance and safety work record during the performance review.

33.4 Safety Committee

33.4.1 In compliance with state law and regulations, including but not limited to RSA 281-A:64 and Lab 600, NHPD has active Safety Committee members in each office. Said committee shall consist of equal numbers chosen from management and equal numbers chosen by the association in accordance with LAB 603.02(a)(3).

33.4.2 Employees with safety concerns should bring them to the attention of your supervisor, human Resources Manager, or to a Safety Committee members.

33.4.3 Employees have a right to report work related injuries and illnesses free from retaliation. No employee will be deterred or discouraged from reporting a work-related injury and/or illness; and no employee will be retaliated against for reporting work-related injuries or illnesses.

ARTICLE 34 PERSONNEL FILES

34.1 A personnel file exists as a record of an individual's employment history, achievements, and activities. The NHPD shall maintain one official personnel file for each covered employee. This file shall be maintained at the NHPD Human Resources Office under the custody of the NHPD Director of Human Resources. The contents of personnel files shall include documents used to support personnel actions such as, compensation, benefits, performance evaluations and related documentation, counseling letters, disciplinary actions, training, licensure, certification, awards, commendations, and other employment records or employment-related correspondence. The existence of the official personnel file shall not preclude duplicative or non-official files, but any such files shall not be considered the official file of the employee. In the event that information is omitted, absent, or missing from his/her personnel file, the employee shall be able to submit such information to the NHPD Human Resources Office and the same shall be included in such personnel file.

34.2 Medical records shall not be part of the employee's official personnel file. A separate file shall be maintained by the NHPD Human Resources Office for documents including medical records obtained in the course of employment including any permitted drug or alcohol testing; first reports of injury; applications and memos of payments related to workers' compensation benefits; FMLA documentation; and requests for reasonable accommodations. Such files shall be available to the employee for inspection and copying.

34.3.1 Documents obtained or generated during the course of an investigation involving a covered employee shall be maintained in a confidential manner in a separate file from the employee's official personnel file. Any discipline or counseling resulting from such investigation shall be included in the employee's official personnel file as set forth in Section 34.1 above. Investigative documents pertaining to allegations that are determined to be unfounded shall be stored confidentially by the NHPD Director of Human Resources for a period of five (5) years. After five (5) years, all such investigative documents shall be destroyed if there have been no further incidents within the five (5) year time period.

34.3.2 Notwithstanding the above, documents obtained during the course of an investigation that relate to a particular case may be maintained for the length of the client's file. In the event that the client's file is maintained for longer than these documents would be retained by Human Resources under this section, any such investigative documents should be maintained in a separate confidential file under seal unless needed for an IAC claim, and may not be used for any future disciplinary purposes, or any other personnel action or decision.

34.4.1 Documentation pertaining to disciplinary actions that are reversed or overturned through the process of formal or informal settlement shall be removed from the employee's official personnel file.

34.4.2 Notwithstanding the above, documents obtained during the course of an investigation that relate to a particular case may be maintained for the length of the client's file. In the event that the client's file is maintained for longer than these documents would be retained by Human Resources under this section, any such investigative documents should be maintained in a separate confidential file under seal unless needed for an IAC claim, and may not be used for any disciplinary purposes, or any other personnel action or decision.

34.5 The employee, their authorized representative (with written authorization), and appropriate officials of the NHPD shall have the right to access an employee's personnel file. Third parties are not entitled to inspect personnel files, unless otherwise required by law.

34.6 Employees shall be allowed access to their official personnel file during normal business hours of the NHPD Human Resources Office for inspection. Such inspection shall be made subject to prior arrangement with the NHPD Human Resources Office. A single copy of documents requested by the employee shall be provided by the NHPD Human Resources Office without charge.

34.7 Employees shall be provided with a copy of letters of complaint by a third party and letters of commendation at the same time such letters are placed in the personnel file. The personnel file shall not contain any anonymous correspondence.

34.8 An employee shall have the right to respond to any material placed in the personnel file and such response shall be made part of the personnel file appended to the original material. No material reflecting adversely on an employee's performance or related to any disciplinary action shall be placed in the personnel file until the employee has been given a copy or notified of the material.

Article 35
NO STRIKE OR LOCKOUT

35.1.1 The parties understand that the unique work performed by the NHPD attorneys is pivotal to the defense of the indigent population and justice system of New Hampshire. It is further acknowledged that attorneys, which entirely comprise the unit covered by this agreement, have ethical duties that not all or even most other employees have with regard to performing work on behalf of clients. To that end, the Association on behalf of its officers, agents, and bargaining unit members agree that so long as this Agreement or any written extension hereof is in effect, there shall be no strike by members of the bargaining unit.

35.1.2 In the event of a prohibited action under this Article, the Association agrees to use every reasonable effort to inform members of the violation and of the Association's policy of opposition to such activity.

35.2 The NHPD agrees that neither it nor any of its Board, Trustees, officers, agents, or employees shall engage in any lockouts or other similar forms of job action against bargaining unit members/the Association for the life of this Agreement or any written extension thereof.

Article 36
NOTICES

36.1 Notice to Association: Whenever a written legal notice is required to be given by the NHPD to the Association, such notice shall be given to the state organization of the State Employees Association of New Hampshire, Inc., with offices in Concord, New Hampshire.

35.2 Notice to NHPD: Whenever written legal notice is required to be given by the Association to the NHPD such notice shall be given to the Executive Director at the NHPD.

Article 37
WAIVER

Waiver by either Party of the other's non-performance or violations of any term or condition of this Agreement shall not constitute a waiver of any other non-performance or violation of any other term or conditions of this Agreement, or of the same non-performance or violation in the future.

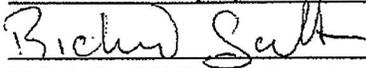
Article 38
SEPARABILITY

In the event that any provisions of this Agreement at any time after execution shall be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such decision or law shall not invalidate the entire Agreement, it being the expressed intention of the Parties hereto that all other provisions not thereby invalidated remain in full force and effect.

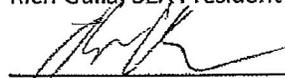
**ARTICLE 39
DURATION**

This Agreement, as executed by the parties, will take effect on August 15, 2025 and will remain in full force and effect until midnight on June 30, 2027, or upon the execution of a successor agreement, whichever is later. No modification or amendment of this Agreement will be valid and enforceable unless reduced to a writing signed by both parties.

For the State Employees' Association of New Hampshire:



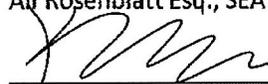
Rich Gulla, SEA President



Oliver Bok Esq., SEA Bargaining Team

/s/ Ali M. Rosenblatt

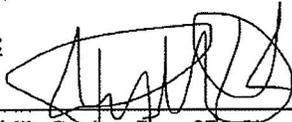
Ali Rosenblatt Esq., SEA Bargaining Team



Kelly Mederos Esq., SEA Bargaining Team



Gary Snyder Esq., Bargaining Spokesman



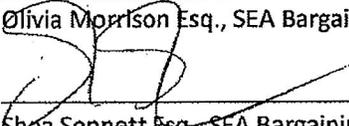
Philip Dreher Esq., SEA Chapter 78 President

/s/ David Hathcock

David Hathcock Esq., SEA Bargaining Team



Olivia Morrison Esq., SEA Bargaining Team



Shea Sennett Esq., SEA Bargaining Team

For the New Hampshire Public Defenders:



Christopher Johnson Esq., Executive Director