

***COLLECTIVE BARGAINING
AGREEMENT***

between the

STATE OF NEW HAMPSHIRE

and the

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

Service Employees International Union

Local 1984

**Department of Corrections Line Staff
Chapter 24**

2025-2027

PREAMBLE
COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into between the State Employees' Association of New Hampshire, SEIU Local 1984, Chapter 24, Department of Corrections Line Staff and Non-Uniformed Staff, as certified by PELRB Decision No: 2020-256, hereinafter referred to as the "Association", and the State of New Hampshire, hereinafter referred to as the "Employer", collectively referred to hereinafter as the "Parties". It is the intent and purpose of the Parties to this Agreement to promote and improve the efficient administration of the State of New Hampshire and the well-being of the classified employees within the meaning of New Hampshire Revised Statutes Annotated 273-A, to establish a basic understanding relative to personnel policy, practices, and procedures and matters affecting conditions of employment with respect to which the Employer is empowered to negotiate, and to provide a means of amicable discussions and adjustment of matters of mutual interest. In consideration of the mutual covenants herein set forth, the Parties hereto intending to be bound hereby agree as follows:

NOTE: Hereinafter, many individual sections of this Agreement open with a title presented in bold face type. These titles are not intended to be read as part of the negotiated language; they are intended only to improve the readability of the Agreement.

Article I
RECOGNITION and UNIT DESCRIPTION

- 1.1. **Recognition:** The Employer recognizes the Association which shall serve as exclusive representative of all classified employees in the bargaining unit with the exception of those classified employees excluded from the definition of public employee under the provisions of RSA 273-A:1, IX. The Association recognizes the responsibility of representing the interest of all employees in the unit without discrimination for the purpose as set forth in this Agreement.
- 1.2. **Other Agreements:** The Employer 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 unit.
- 1.3. **Association:** Reference to the "Association" as exclusive representative of the employees, means the state organization of the State Employees' Association of New Hampshire, SEIU Local 1984, as appropriate under the authority of RSA 273-A, and the Employer shall have no obligation to bargain with and shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representative for such purposes. Further

references to the Association in this Agreement means the State Employees' Association of New Hampshire, SEIU Local 1984, as appropriate under the authority of RSA 273-A.

- 1.4. **Mutual Concern:** Nothing in this section shall prevent the Employer from discussing matters of mutual concern with the employees of the Department.
- 1.5. **Equal Application:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit in accordance with state and federal law.
- 1.6. All employees shall be entitled to all the rights and benefits provided by this Agreement unless otherwise expressly limited by this Agreement.

Article II
MANAGEMENT PREROGATIVES and RIGHTS

- 2.1. **Rights Retained:** The Employer retains all rights to manage, direct and control its operations in all particulars, subject to the provisions of law, personnel regulations and the provisions of this Agreement, to the extent that they are applicable. These rights shall include but not be limited to:
 - 2.1.1. Directing and supervising employees;
 - 2.1.2. Appointing, promoting, transferring, assigning, demoting, suspending, and discharging employees;
 - 2.1.3. Laying off unnecessary employees due to lack of work, for budgetary reasons or for other like considerations;
 - 2.1.4. Maintaining the efficiency of governmental operations;
 - 2.1.5. Determining the means, methods and personnel by which such operations are to be conducted;
 - 2.1.6. Taking whatever actions may be necessary to carry out the mission of the department in situations of emergency, the determination of such situations to be the prerogative of the Employer.
- 2.2. **"Emergency" Defined:** For purposes of this section "emergency" is defined as any condition or situation out of the ordinary which requires immediate action to avoid danger to life, property, or to prevent losses affecting the Employer, the employee or the general public.
- 2.3. **"Department" Defined:** For purposes of this Agreement "department" means the Department of Corrections (DOC).

- 2.4. **Privatization and Contracting Out:** The Parties recognize the Employer's right to direct and control state services and the Association's interest in the effect of those activities on unit employees subject to the following:
- a. The Employer agrees to provide the Association with forty-five (45) days prior notice and an opportunity to consult and offer alternatives prior to issuing a Request for Proposal (RFP) concerning contracting out or privatizing existing state services that would result in the layoff of current full-time unit employees, a reduction in the base hours or wages of current full-time unit employees, or would result in a contract that would place current full-time unit employees under the supervision of a contractor.
 - b. The Employer shall not prohibit any contractor from hiring unit employees unless law or ethics policies prohibit it.

Article III ***ASSOCIATION RIGHTS***

- 3.1. **Bulletin Boards:** The Employer shall furnish reasonable space on bulletin boards for the use of the Association. The Association shall use this board for posting of notices pertaining to recreational and social activities, Association elections, reports of the Association, or its committees, Association meetings notices, legislative enactments, decisions of the Public Employee Labor Relations Board (PELRB), and judicial decisions affecting public employee labor relations. The Association shall not post any materials which are obscene, defamatory, or impair the operation of the department; or which constitute partisan, political campaign material. Where the Employer finds material posted on the bulletin board to be objectionable as violative of the Agreement, it shall consult with the Association or any representative. If such consultation does not resolve the Employer's objections, the material in question shall be promptly removed from the bulletin board by the Association. The matter shall then be immediately referred to the grievance procedure for resolution. Where the Association posts material on bulletin boards in violation of this Agreement, the Employer may require advance approval of all future material to be posted.
- 3.2. **Member and Employee Reports:** The Employer agrees to provide payroll deduction information to the Association via a mutually agreed upon format at least biweekly for the administration of dues deductions and Association programs.

In addition, the Employer shall notify the Association of all newly hired full-time employees, the names and business addresses of all permanent unit employees, and employees who have terminated state service at least monthly in a mutually agreed electronic 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 if applicable

- employee's state identification number
- employee's payroll number
- employee's pay band and step
- employee's salary schedule
- employee's business address
- employee's job classification
- employee's date of employment
- employee's adjusted seniority date

- 3.2.1. The Association shall provide a written notice to the Employer that is suitable for inclusion in the "check message" on employee paychecks/advices that informs employees that the Association is the exclusive bargaining representative for all unit employees and therefore requires access to the employee for Association correspondence. The Employer agrees to place the message on employee paychecks/advices quarterly at the request of the Association.
- 3.3. **Association Business:** The internal business of the Association shall be conducted by full-time and regularly scheduled part-time employees during their non-duty hours.
- 3.3.1. The Association may utilize the Employer's messenger service and, to the extent that they do or may exist, electronic mail system(s) for the duration of this Agreement for internal Association business, provided that said mailings are clearly identified as the property of the Association. The Employer agrees it will not access or read any email properly marked as SEA Business communications, except when 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 management.
- 3.4. **Use of Facilities:** The Association shall be allowed the use of facilities of the Employer for meetings providing that written approval of the Employer is secured subject to the following conditions:
- 3.4.1. Such Employer facilities are available and their use for such meetings would not conflict with the Employer's business.
- 3.4.2. Such approval shall be subject to such other reasonable conditions as may be imposed by the Employer.
- 3.4.3. Such approval, if given, shall be limited to members of the Association, full and part-time bargaining unit employees, Association staff members, and guests.
- 3.4.4. Nothing in this provision shall be construed as a limitation of the rights of the Association, its chapters or committees to utilize the Employer's facilities that are otherwise available for public use.

- 3.5. **Access To Employees:** Staff representatives of the Association 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 appropriate department head or his/her designee stating the reason(s) for such visitations. Permission shall not be unreasonably denied.
- 3.6. **Administrative Leave:** SEA members shall be allowed a cumulative total of sixty (60) days off per contract year without loss of time or pay for the purpose of attending meetings, conventions or conferences relative to labor relations or Association affiliations. Time off shall be limited to five (5) days per member for each such request. All requests shall be submitted to, and approved by, the Bureau of Employee Relations for timely notification to the Employer that the leave has been approved and shall be awarded.
- 3.6.1. The time limits set herein shall be extended by mutual agreement between the Employer and the Association. The Association shall reimburse the Employer for the prorated wage and benefit cost for each applicable member.
- 3.7. **Paid Union Quadrennial Leave:** The Employer shall grant five (5) working days of paid union quadrennial leave to each of the duly elected representatives of the Association to the quadrennial convention of the Service Employees International Union. The Association shall provide the Employer with not less than sixty (60) days' notice of the dates for this leave and the names of the elected representatives.
- 3.7.1. **Bargaining Work Time:** The employer shall approve reasonable preparation time, not less than one day per week, during even-numbered years beginning September 1st until negotiations begin for five (5) members of the Association's state-level bargaining team.
- 3.7.2. Once contract negotiations begin, the employer shall permit five (5) members of the Association's state-level bargaining team to attend contract negotiations not less than two (2) days per week.
- 3.7.2.1. The Employer shall provide written notice of the agreed upon negotiation schedule to the agency of the Association's bargaining team members.
- 3.7.2.2. In the event that negotiations are postponed, cancelled, or end before the mutually agreed upon time, the employer shall permit the Association's bargaining team to utilize the scheduled time to complete outstanding bargaining tasks or for additional bargaining preparation when necessary.
- 3.7.3. Time spent during bargaining under Articles 3.7.1. and 3.7.2. shall be considered time worked.
- 3.8. **Group Programs:** The Association shall be allowed the use of seven (7) payroll deductions for any group program(s) in addition to a dues deduction.

3.9.

3.9.1. **Board of Directors Leave:** The Employer shall authorize one bargaining unit employee up to forty-eight hours per year without loss of time or pay for directors and officers of the Association's Board of Directors, for the purpose of attending meetings of the Board of Directors. The employee shall give a seven day notice for use of such leave.

3.9.2. **Chapter Executive Leave:** All members of Chapter 24's executive committee (President, Vice President, Secretary, Treasurer) shall be authorized to take leave for the purpose of attending to Chapter business, not to exceed forty (40) hours per person per year. The employee shall give a seven day notice for use of such leave.

3.10. **Employee Orientation:** Full-time unit employees shall be entitled to an Employer orientation within thirty (30) calendar days of hire. The orientation may be presented in written form, by video, in person or by any combination of presentation methods.

3.10.1. The Employer shall:

- a. provide information on all benefit programs provided by the Employer.
- b. inform employees that the Association is the exclusive representative of all unit employees and distribute informational packets provided by the Association to new employees; and
- c. allow the Association to make a presentation, at orientations offered by the Employer. The presentation may be up to one half hour in duration and shall be conducted by an Association staff person. If an Association staff person is unable to attend the orientation, the Employer shall allow an Association staff person access to all new employees for up to one half hour at the convenience of the Employer within thirty (30) calendar days following the orientation. This provision shall also apply to regularly scheduled part-time unit employees, however the presentation method shall be at the Employer's choice.

3.11. **SEA President's Leave:** The Employer shall authorize a leave of absence with pay for the President of the Association. The leave of absence with pay shall be taken for a two-year period beginning two (2) weeks after written notice by the Association to the Bureau of Employee Relations and the newly-elected President's agency.

During such leave of absence with pay, the President shall continue to receive and retain all of his/her wages, rights, benefits, and seniority as a state employee except that all leave accumulation shall be frozen for the duration of the leave of absence. Upon returning from the leave of absence, the President shall resume earning leave at the rates appropriate to his/her service at the time of return. The Employer agrees that there shall be no action taken with respect to the President or the President's state position prior to

or following his/her return from the leave of absence because of his/her legal union activities.

The Association agrees to reimburse the Employer for the full cost of the wages and benefits for the President, and to indemnify the Employer against any and all liabilities associated with the leave of absence, including but not limited to workers' compensation.

- 3.11.1. **Executive Leave:** The Employer shall authorize a leave of absence with pay for one (1) employee who is a member of the Association for a two-year period beginning four (4) weeks after written notice by the Association to the Bureau of Employee Relations and said employee's agency.

During such leave of absence with pay, the employee shall continue to receive and retain all of that employee's wages, rights, benefits, and seniority as a state employee except that all leave accumulation shall be frozen for the duration of the leave of absence. Upon returning from the leave of absence, the employee shall resume earning leave at the rates appropriate to that employee's service at the time of return. The Employer agrees that there shall be no action taken with respect to the employee or the employee's state position prior to or following that employee's return from the leave of absence because of that employee's legal union activities.

The Association agrees to reimburse the Employer for the full cost of the wages and benefits for the employee, and to indemnify the Employer against any and all liabilities associated with the leave of absence, including but not limited to workers' compensation.

- 3.12. **Access to Employer Intranet Website:** The Employer agrees to provide the Association access to the Employer's intranet website on a read-only basis. Such access shall be provided to the Association in a manner that preserves the security and integrity of the Employer's system.

Article IV ***CONSULTATION and LABOR MANAGEMENT COMMITTEE***

4.1. **Consultation:**

- 4.1.1. **Obligation to Meet:** The Parties recognize their mutual obligation to meet and confer regarding problems arising out of the employment relationship between the employer and full and part-time employees.

- 4.1.2. **Matters for Consultation:** It is agreed and understood that policies and procedures related to terms or conditions of employment are appropriate matters for consultation between the Parties, providing however, that neither Party waives or relinquishes their right to negotiate mandatory subjects of collective bargaining providing, however, that the Parties may mutually agree to discuss any subject matter.

- 4.1.3. **Requests:** Consultation shall be requested by either Party in writing, stating the reason for the meeting and the agenda or topic of consultation. Consultation requests by the Association shall be made to the Bureau of Employee Relations or to the appropriate agency by either the President, or designee, of the Association. Consultation requests by the Employer shall be made to the President of the Association.
- 4.1.4. **Meetings:** A mutually agreeable meeting date shall be established providing that such date shall be within fifteen (15) work days of receipt of the written notice. The time limit may be extended by agreement.
- 4.1.5. **Attendees:** An Association staff member shall represent the bargaining unit alone, or with not more than five (5) employees. The Association shall state the names and work areas of the employees, if any, who are to attend the meeting. Representatives of the Employer shall meet with the Association representatives. The Manager of Employee Relations shall attend such consultations whenever feasible providing that his/her attendance may be specifically requested and complied with by notice of either the Association or the Employer.
- 4.2. **Labor Management Committee:**
- 4.2.1. **Composition:** The Employer shall maintain a Labor Management Committee. The Committee shall be made up of the Commissioner of Corrections, or designee, Manager of Employee Relations, not more than five (5) designees of the Employer, and a number designees of the Association equal to the total number of Employer delegates. The Manger of Employee Relations may designate one of the State members of the Labor Management Committee to serve as the lead for the State who shall consult with the Manager of Employee Relations on matters pending before the committee. The Manager of Employee Relations shall attend any meeting of the Labor Management Committee upon request of either the State or Association team. The time spent by the Association's representatives at the Labor Management Committee shall be considered time worked.
- 4.2.2. **Meetings:** The Committee shall meet as frequently as may be necessary to carry out its purpose and responsibilities as set forth in this Agreement. The Labor Management Committee shall meet at least quarterly, or as needed, at mutually agreeable times. Should either party request to meet, said meeting must take place within fifteen (15) days, unless otherwise mutually agreed.
- 4.2.3. **Purpose:** The purpose of the Committee shall be to ensure the application, clarification and administration of this Agreement. The Committee shall have the authority to issue interpretive bulletins to that end. Pursuant to Article 7.1.3., the LMC shall determine which positions are exempt and non-exempt. The LMC shall also be empowered to resolve safety issues submitted to it by the Safety Committee in accordance with Article 13.11.

- 4.3. The Director/Warden or his/her designee shall agree to meet with the Chapter president(s), and the unit Stewards upon request of the Chapter president or presidents within fifteen (15) days at a mutually agreeable time.

Article V
DUES CHECK-OFF

- 5.1. **Payroll Deduction:** The Association shall be entitled to have payroll deductions for membership dues from its members.
- 5.2. **Written Authorization:** The Association shall be entitled to have payroll deductions for membership dues from any new member who indicates in writing that he/she wishes such deductions to be made.
- 5.3. **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 Comptroller of the State of New Hampshire, 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.
- 5.4. **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.
- 5.5. **Maintenance of Membership:** Full-time and part-time employees who are members of the Association on the effective date of the Agreement shall be notified in writing by the Association that they must retain their membership throughout the period (term) of the Agreement, except that each member shall have the opportunity annually to withdraw membership during a fifteen-day period commencing with the member's anniversary date of employment. The withdrawal shall be in writing, and postmarked no later than the end of the fifteen (15) day period and addressed to:

The State Employees' Association of NH, Inc.
SEIU Local 1984
207 North Main Street
Concord, NH 03301

- 5.6. **Notice to Members:** Membership application documents for employees who join the Association after the effective date of this Agreement shall contain a conspicuous notation that their commitment is effective for not less than the term of the Agreement.

Article VI
BASIC WORK WEEK

- 6.1. The basic workweek for every full-time clerical, supervisory and professional employee in the state classified service in each unit, with due allowance for authorized holidays and leaves of absence with pay, shall be thirty-seven and one half (37 1/2) hours per week.
- 6.1.1. The basic workweek for every full-time trade, custodial or other employee in a similar category in the state classified service in each unit, with due allowance for authorized holidays and leaves of absence with pay, shall be either forty (40) hours per week or thirty-seven and one half (37 1/2) hours per week.
- 6.1.2. Work hours beyond the basic workweek or work period are voluntary overtime hours except or where specifically agreed otherwise by the Parties. Such overtime hours may be reduced or eliminated at the discretion of the Employer.
- 6.2. **Breaks:** No reduction shall be made from the basic workday for rest periods of fifteen (15) minutes in every four (4) hours working time or major fraction thereof; such rest period to be taken insofar as practicable in the middle of such working time. Such rest periods are to be taken in such a manner that the normal delivery of services shall not be interrupted.
- Employees who work overtime shall be allowed a thirty-minute break within two hours of shift change.
- 6.3. **Meal Periods:** Every employee shall receive a lunch period of not less than one half hour nor more than one hour. Such lunch periods shall not be considered working time. However, exceptions to this provision may be made upon mutual agreement of the employee and the Employer. Requests for paid lunches shall not be unreasonably denied.
- 6.3.1. Notwithstanding the provisions of article 6.3 of the CBA, nurses in direct care positions shall be allowed a lunch break that shall be taken in the immediate work area. This lunch period shall be considered as “work time” and nursing employees are subject to immediate recall to duty during said lunch break .
- 6.4. **Schedules:** Department work schedules for groups of employees, meaning two (2) or more employees, shall continue in effect for the life of this Agreement unless there is reasonable cause for the Employer to adjust such schedules. The Employer shall post and provide three (3) calendar weeks’ notice to the Association of any proposed schedule change, and upon request, shall meet with the Association prior to the scheduled date of implementation.
- 6.4.1. Notwithstanding any other provision herein, each nursing department employee who requests a forty (40) hour, five (5) consecutive day work schedule shall not be unreasonably denied. All nursing staff shall receive every second or third weekend off.

All nurses shall be required to report fifteen minutes before the start of their shift for briefings and shall be compensated for said briefing time. When an employee is hired into a position that specifies other than a forty (40) hour, five (5) day work schedule, denial of a request under this article shall be presumed to be reasonable.

- 6.5. **Flexible Schedules:** Nothing in the Agreement shall prevent the Employer and an employee, or group of employees, from mutually agreeing to flexible work schedules. A flexible schedule is not implemented on an ongoing basis and shall be within the same basic workweek. Employees shall have the right to request a flexible schedule and to receive a timely response from the Employer.

Personnel in the treatment division who work thirty-seven and one-half (37 1/2) hours per week may be exempt from the standard work hours and may work a flexible work schedule upon approval of the Employer.

- 6.6 **Alternative Schedules:** Nothing in the Agreement shall prevent the Employer and an employee, or group of employees, with the prior notice to and approval of the Parties, from mutually agreeing to alternative work schedules. This shall include “Baylor” plan type schedules at direct care institutions. An alternative schedule is implemented on an ongoing basis for a defined duration and may not create work hours below or beyond the basic workweek. Employees shall have the right to request an alternative schedule at least three (3) calendar weeks prior to implementation, unless mutually agreed otherwise, and to receive a timely response from the Employer. Every alternative schedule shall be reduced to writing, acknowledged by the Employer and employee(s), and placed in the employee’s personnel file.

Article VII OVERTIME

7. **Overtime Distinctions:** For purposes of this article a distinction between employee types, exempt and non-exempt, applies. Exempt classifications are listed in Appendix B. This Appendix is subject to revision in accordance with Section 7.1.3. Furthermore, the provisions of this contract shall apply to both full and part-time employees.

- 7.1. **Overtime Defined:** Overtime is authorized work performed in excess of the basic work week as defined in Article VI.

a. **Work at Higher Rate:** If an employee is required to work overtime, overtime shall be computed at the employee's regular rate unless the rate of the position assigned is higher, in which case the employee receives the higher rate.

b. **Work at Lower Rate:**

- (1) If an employee is required to work overtime in a position with a lower rate of pay, the employee's overtime shall be computed at the employee's regular rate.

- (2) Subject to (3), below, if an employee volunteers for overtime work in a position at a lower rate of pay then the overtime shall be computed at the lower rate.
 - (3) Notwithstanding (2), above, beginning on the first day of the first full pay period after July 1, 2025, and ending on June 30, 2027, if an employee volunteers for overtime work in a position at a lower rate of pay, the overtime shall be computed at the employee's regular rate.
- c. **Notices:** The supervisor shall give as much notice as is practicable when overtime shall be worked and shall inform the employee whether the overtime is voluntary or required. The supervisor shall give at least four (4) hours' notice to the employee(s) whenever possible.
- d. 1. The Employer shall make every reasonable effort to avoid requiring an employee to work overtime on the last day of their work cycle unless there is no other option available.
2. Effective on the first day of the first full pay period after July 1, 2025, if a registered nurse or a licensed practical nurse works twenty four (24) hours of overtime during a 40-hour works cycle and is then required to work overtime on the last day of their work cycle, under circumstances in which the employee cannot refuse the overtime assignment, the employee shall be paid at twice their regular rate for each hour of overtime worked on the last day of the work cycle.
3. Paragraph 2. shall not apply if the employee has used eight (8) or more hours of annual leave during the work cycle.
4. This section shall remain in effect until June 30, 2026, unless otherwise bargained prior thereto.
- 7.1.1. **Straight Time Rate:** Where the basic workweek is 37 1/2 hours, the first 2 1/2 hours of overtime will be compensated as follows:
- a. Non-exempt employees shall be entitled to overtime pay at straight time.
 - b. Exempt employees shall, at the discretion of the Employer, be paid overtime at straight time or given compensatory time off.
- 7.1.2. **Time and One Half Rate:** Where the basic workweek is 37 1/2 hours, overtime in excess of 2 1/2 hours, and where the basic workweek is forty (40) hours, all overtime shall be compensated as follows:
- a. Non-exempt employees shall be entitled to overtime pay at the rate of time and one half. Shift differentials shall also be included where appropriate.

- b. Exempt employees will be given compensatory time off or overtime pay at straight time.
- c. All hours that an employee is on pay status, except “unscheduled sick leave”, will constitute “time worked” for the purpose of determining the workweek required to establish eligibility for overtime compensation. For the purpose of this provision, “unscheduled sick leave”, with the exception of bereavement leave, shall be defined as any sick leave taken with less than three (3) work days’ notice.
- d. There shall be no pyramiding or duplication of compensation by reason of overtime or holiday or other premium pay provisions of this Agreement.
- e. Hours compensated while on authorized overtime in accordance with RSA 99B and RSA 99C shall not constitute “time worked”.
- f. **Alternative Work Schedule:** An employee who works a schedule which does not consist of five (5) consecutive 7 1/2 or 8 hour days, shall only be entitled to that premium pay for overtime worked which is specifically provided for in the memoranda of agreement which authorizes alternative work schedules or flex-time.

7.1.3. Determining Exemption: The Parties agree that:

- (a) It shall be the responsibility of the Labor Management Committee to determine whether any position in any unit is exempt or non-exempt. The Labor Management Committee shall, in making its determination, consider applicable standards under the federal Fair Labor Standards Act (FLSA) and related federal regulations, past practice,.
- (b) The Employer may change a position from exempt to non-exempt with notice to the Association, whether for reasons of compliance with the FLSA or for the operational needs of the Employer.
- (c) When the Employer proposes to change a classification from non-exempt to exempt the Employer shall submit the proposed change to the Labor Management Committee together with all information necessary for the Labor Management Committee to consider whether the proposed change appears to meet the requirements for exemption under the FLSA, including minimum wage thresholds and applicable duties tests.

7.1.4. Overtime Funding: When authorized, payment for overtime is subject to the availability of appropriate funding. Whenever funds are not available, employees who work authorized overtime shall receive compensatory time off at the rates specified in 7.1.1., 7.1.2. and 9.4.2.

- a. The Employer may not require any employee to accrue by overtime work, compensatory time in an amount which exceeds the number of hours in that employee's basic workweek. The Employer and an employee may mutually agree to exceed this limit. Such an agreement to exceed said limit shall be reduced to

writing and signed by both the Employer and employee. If an employee is required to work overtime beyond the limits set forth herein, the employee shall be paid.

- b. Accrued compensatory time must be taken within one year from the date the compensatory time is earned. The Employer shall give compensatory time off at a mutually agreeable time within said year or the Employer shall make payment for the compensatory time.
- c. When an employee is paid for compensatory time it shall be at the employee's rate of pay at the time of payment.
- d. When overtime funds are available in any pay period, non-exempt employees who work authorized overtime shall have first refusal on the available funds to compensate for that overtime.

7.1.5. **Compensatory Time:** An employee may receive compensatory time off at the rates specified in 7.1.1., 7.1.2. and 9.3.2. in lieu of overtime pay upon mutual agreement between the Employer and the employee.

7.2. **Overtime Administration:** All overtime assignments are to be administered in accordance with the following provisions:

- a. Overtime assignments are voluntary unless the number of volunteers are not sufficient to carry out the orderly transaction of business, in which case, the Employer may exercise his/her discretion to make appropriate overtime assignments.
- b. Overtime assignments, to the extent possible, shall be distributed equally among qualified employees who customarily perform the kind of work required with preference given to those employees currently assigned to the work section in which the overtime is to be worked.
- c. An employee shall not be relieved of duty during the regular shift hours in his/her basic workweek in order to compensate for or offset overtime hours worked unless: (1) he/she agrees to be relieved of duty; (2) it is in the interest of the employee, the Employer or the general public to relieve the employee of duty for reason of health or safety.

7.3. **Return to Work:**

7.3.1. **Call Back:** Any employees called back to their place of work or other site away from their home without prior notice on the same day after once leaving work or before the next regular starting time, shall be compensated at one and one half time the hourly rate for the hours worked and shall be guaranteed a minimum of not less than three (3) hours of premium pay. Non-exempt employees who are called back to work again, but within a three (3) hour minimum premium pay period as provided above, shall not be entitled to

an additional minimum of three (3) hours of premium pay. Call back hours shall not be considered a part of the basic pay week for overtime purposes.

7.3.1.1. Full-time employees called back to their place of work or other site away from their home shall have the "hours worked" computed from portal to portal.

7.3.2. **On-Call:** Any employee who is subject to being recalled to his/her place of work or other site away from his/her home, shall be deemed in On-Call status and shall receive one (1) hour of pay for every four (4) hours in On-Call status. When an employee in On-Call status is actually called back to his/her place of work or other site away from his/her home, the provisions of 7.3.1 and 7.3.1.1 shall apply. The employee shall be notified of when he/she is expected to be on On-Call status.

a. Any employee who is expected to be available by pager, cell phone or other means to respond during off duty hours and who is not subject to being recalled to his/her place of work or other site away from his/her home shall be deemed in On-Call status and shall receive one (1) hour of pay for every four (4) hours in On-Call status and shall be paid for actual hours worked when responding and shall be guaranteed a minimum one (1) hour of compensation per occurrence except for subsequent occurrences within the guaranteed one (1) hour minimum. The employee shall be notified of when he/she is expected to be on On-Call status.

7.3.3. **Standby:** Any employee who is required by the Employer to be available for immediate return to duty, under conditions which do not allow the employee reasonable use of the time waiting to be called back to duty for his or her own purposes, shall be deemed to be in Standby status. Time in Standby status shall be considered time worked for regular compensation and overtime compensation.

7.3.4. **Availability List:** A non-exempt employee who is on a call list maintained by the employer for possible off duty contact but has not been Called Back (7.3.1.) to work, is not in On-Call (7.3.2.) status nor is required to be available on Standby (7.3.3) shall be compensated for hours actually worked when responding and shall be guaranteed a minimum on one (1) hour of compensation per occurrence except for subsequent occurrences within the guaranteed one (1) hour minimum.

7.4. **Payment for Overtime:** The Employer shall endeavor to ensure payment for overtime work at the time the employee usually receives their paycheck for the period within which the overtime work was performed.

Article VIII OTHER LEAVE

8.1. **Civil Leave:** An employee shall be granted civil leave without loss of pay or leave under either of 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.

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.

An employee on civil leave shall surrender to the state any fees received for such activity, less mileage reimbursement for use of the employee's own vehicle.

- 8.2. **Blood Donations and Bone Marrow Registry Testing:** Full-time or regularly scheduled part-time employees shall not be unreasonably denied time off without loss of pay or leave for the purpose of making blood donations or undergoing bone marrow registry testing.
- 8.3. **Civic Duties:** An employee who is late for work as a result of duties as a volunteer fire fighter or licensed ambulance attendant or licensed rescue squad attendant, shall be granted use of annual leave and/or accrued compensatory leave to cover the period of lateness, provided that performance of said duties may be verified by the Employer.
- 8.4. **Military Leave:** Any full-time employee of the State 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.
 - a. In time 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.

Article IX **HOLIDAYS**

- 9.1. **Eligibility:** All full-time and part-time employees shall be entitled to all holidays prescribed by law or the chief executive with approval of council, provided the employee is on pay status on the employee's next regularly scheduled work day preceding and subsequent to the holiday, and employees shall be compensated as provided herein for work performed on these days.
- 9.2. **Holidays Listed:** The following days are holidays:

New Year's Day
Martin Luther King, Jr. /Civil Rights Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas

9.3. Weekend Holidays:

9.3.1. A full-time employee who works a Monday through Friday schedule and the calendar holiday falls on a Saturday, shall be allowed the preceding day off. When a holiday falls on a Sunday, the employee shall be allowed the following day off. If the employee works the day preceding or following such a holiday, he/she shall be given another workday off with pay or shall receive payment for that day at the regular rate.

9.3.2. A full-time employee who works other than a Monday through Friday schedule and who is not scheduled to work on a calendar holiday shall be given at the discretion of the Employer either another scheduled workday off with pay, or an additional day's pay at his/her regular rate if funds are available.

9.4 **Holiday Pay:** A full-time employee shall receive payment of the holiday at the regular rate equivalent to eight (8) consecutive hours for forty (40) hour employees, or seven and one-half (7.5) hours for thirty seven and one-half (37.5) hour employees.

9.4.1 **Part-time employees:** Regularly scheduled part-time employees shall be paid the number of hours they are normally scheduled on the day of the week the holiday is observed.

9.4.2 **Holiday Worked:** In addition to the provisions of 9.4 and 9.4.1 above, when a full-time or regularly scheduled part-time employee works on a calendar holiday, they shall, at the discretion of the Employer, either be paid at the rate of time and one half for hours actually worked on the holiday or be given compensatory time off equal to one and one half the number of hours actually worked. When the holiday on which the employee works is Thanksgiving, Christmas, or New Year's Day, the employee shall be paid at the rate of two times their regular hourly rate for hours actually worked on the holiday or be given compensatory time off equal to two times the number of hours actually worked. A calendar holiday begins after 12:00 a.m. on the actual day of the holiday and ends at midnight on the same day. Only hours worked on the actual calendar holiday are to be compensated as indicated above.

In the event that an employee is scheduled to work a holiday and is approved to be absent for personal reasons or due to illness or injury, the employee shall receive holiday pay only and shall not suffer the loss of any accrued leave time. Notwithstanding the foregoing, an employee with an alternative schedule who works more than the regular 7.5 or 8 hours per day, as applicable to their basic workweek, and who does not work on a holiday, shall be entitled to use leave for any hours that would normally have been worked in excess of 7.5 or 8, as applicable.

- 9.5 **Floating Holidays:** In addition to the authorized days in 9.2. each employee, including each academic employee, shall be authorized three (3) floating holidays of his/her choice per fiscal year.
- 9.5.1. **Accrual:** Employees shall accrue one (1) day on July 1, one (1) day on October 1, and one (1) day on January 1 of each fiscal year.
- 9.5.2. **Equivalence:** A day shall be worth 7.5 hours for employees on a 37.5 hour workweek, and 8 hours for employees on a 40 hour workweek.
- 9.5.3. **Usage:** Days accrued under this provision must be requested in whole days, and granted and used within the fiscal year in which it was earned.
- 9.5.4. **Application:** Requests for, and the granting of, shall conform to the pertinent requirements and standards set forth in Article 10.3.
- 9.5.5. **Denial of Application:** The employee may grieve a denial by the Employer of a requested floating holiday. The grievance shall be filed in accordance with the grievance procedure in the Agreement.
- 9.5.6. **Payment of Accrued Time:** Any employee who terminates for any reason shall be paid for all days earned, if not taken, under section 9.5.

Article X
ANNUAL LEAVE

- 10.1. **Accrual:** Full-time employees in the bargaining unit shall accrue annual leave with full pay based on the formula given below. Each employee's accrual shall be computed at the end of each completed month of service. Employees rendering seasonal or temporary service in excess of six (6) months, shall be entitled to annual leave at the same rate for time actually worked. Annual leave shall be cumulative for not more than the prescribed days and shall not lapse.

Continuous Years Worked	Days accrued per Month	Year	Maximum Accrual
0 thru 1	1	12	12*
2 thru 8	1-1/4	15	32

9 thru 15	1-1/2	18	38
16 thru 20	1-3/4	21	44
21 plus	2	24	50

For employees working a 37 1/2 hour week, 1 day = 7.5 hours; 1 1/4 days = 9 hours, 23 minutes; 1 1/2 days = 11 hours, 15 minutes; 1 3/4 days = 13 hours, 8 minutes; and 2 days = 15 hours.

For all other employees, 1 day = 8 hours; 1 1/4 days = 10 hours; 1 1/2 days = 12 hours; 1 3/4 days = 14 hours and 2 days = 16 hours.

*No payment for accrued but unused annual leave shall be made upon separation from employment within the first twelve (12) months of employment. Upon an employee's appointment to a full-time classified position, after having no prior full-time service with the State or after a separation from State service of any length, the first five (5) days of annual leave anticipated to be accrued in accordance with this article, shall be immediately available for the employee's use upon their first day of employment. No additional annual leave days shall accrue within the first five (5) months of employment and yearly and maximum accruals shall not be increased.

10.1.1. **Academic Employees:** Academic employees now excluded from annual leave accrual shall be granted personal days per annum according to the schedule below to be deducted from sick leave, such days to be noncumulative. Such personal leave shall be taken in accordance with section 10.3.

Continuous Years Worked	Personal Leave
1 thru 8	1
9 thru 15	2
16 plus	3

10.1.2. **Accounting:** For purposes of utilization, leave time shall be converted to hours.

10.1.3. **Seasonal Employees:** Permanent seasonal employees shall be permitted to carry over six (6) annual days to succeeding seasonal work periods with the same agency in lieu of payment at the end of the season for those days. The maximum balance of carried days for any seasonal employee shall be ten (10) days.

10.2. **Application Conflicts:** Should a conflict arise between two or more employees requesting the same period of time, the Employer shall, provided all other things are equal, use departmental longevity as the method of resolving the conflict.

10.3. **Application for Use:**

- a. The Employer agrees to accept properly executed leave applications within six (6) months of the first day of the period of leave being requested.

- b. The Employer agrees to indicate approval or rejection of the requested leave within one week after receiving a properly executed application for leave.
- c. The parties agree that leave shall be granted at mutually agreeable times and the Employer agrees not to unreasonably deny leave requests.
- d. To the extent possible, every employee shall be afforded the opportunity to take two (2) consecutive weeks of accumulated leave at least once per calendar year. The Employer may direct employees to take up to one full calendar week (five consecutive work days) of annual leave in a calendar year.
- e. The Employer provide written notice to the employee regarding the status of leave requests.
- f. Nothing contained in this section or under the terms of the application for leave shall be construed as preventing the Employer from granting requested leave without a five (5) day notice.
- g. An employee shall be granted leave on an emergency basis due to unforeseen circumstances. Verification of the emergency may be required by the Employer.

10.4. **Probationary Employees:** Employees with probationary and provisional appointments, unless they have permanent status, while accruing annual leave during the provisional and probationary period, shall be entitled to accrue and utilize such leave as earned with appropriate approval pursuant to section 10.3. No payment for accrued but unused annual leave shall be made upon separation from employment within the first twelve (12) months of employment.

Transition: Employees who are in probationary or provisional status on the effective date of this Agreement, unless they have permanent status, shall be credited with the appropriate number of leave hours commensurate with their service and may utilize such leave with appropriate approval pursuant to section 10.3.

10.5. **Payment of Annual Leave:** Upon resignation, retirement, or dismissal of any employee in the bargaining unit, he/she shall receive a sum equal to the number of days of annual leave remaining to his/her credit, provided that any or all amounts may be applied to offset any amounts owed the state by the employee. In the event of death of an employee while in the bargaining unit, a sum equal to the number of days of annual leave remaining shall be paid to his/her estate.

10.6. **Agency Transfers:** Any employee who changes from the service of one state agency to another, without a break in service, shall at the time of said change have transferred all accumulated leave to his/her credit.

- 10.7. **Inclement Weather:** The Employer shall not arbitrarily or capriciously withhold approval of annual leave requested due to and during periods of severe inclement weather. When the Governor or his/her designee determines that inclement weather is severe enough to close or delay opening State offices, employees who are not already on leave and who are relieved of work due to such a determination, shall not be charged leave for the period of closure. Employees who do report to work during periods of closure shall only be entitled to their normal rate of compensation and shall not receive additional leave or compensatory time.
- 10.8. **Leave of Absence:** Any employee who requests a leave of absence without pay shall not be required to utilize and exhaust his/her annual leave prior to being granted such leave of absence.
- 10.9. **Recall from Leave:** Once an employee's annual leave has been approved, his/her leave shall not be canceled or modified for any reason, except with mutual agreement, or in the case of an emergency as defined by section 2.2.
- 10.10. **Break in Service Credits:** A unit employee who has had a break in service shall be credited with prior periods of full-time state employment for leave accrual purposes if that employee's current period of full-time state employment has been one (1) or more continuous years in duration. Only prior periods of full-time state employment of two (2) or more consecutive years in duration shall be eligible for crediting.

Article XI
SICK LEAVE

- 11.1. **Accrual:** Full-time employees in the bargaining unit shall accrue sick leave in accordance with the formula given below. The purpose of sick leave is to afford employees protection against lost income from absences due to illness or injury and, in particular long-term disability due to catastrophic illness or injury. Sick leave is not intended to supplement other leave provisions of this Agreement and is intended to be used only for the purpose set forth herein. Sick leave shall be computed at the end of each completed month of service. Employees rendering seasonal or temporary service in excess of six (6) months, shall accrue sick leave at the same rate for time actually worked. Sick leave shall be cumulative for not more than the prescribed days and shall not lapse. Nothing shall prohibit an employee from requesting other leave approval should sick leave be exhausted.

Continuous Years Worked	Days Accrued per Month	Year	Maximum Accrual
0 thru 8	1 ¼	15	90
9 thru 15	1 ¼	15	105
16 plus	1 ¼	15	120

For employees working a 37 1/2 hour week, 1 1/4 days equals 9 hours, 23 minutes.

For all other employees, 1 1/4 days equals 10 hours.

11.1.1. Bonus Leave:

- a. An employee may use accrued bonus time in accordance with Article 10.3.
- b. Any bonus time on the books shall remain to the employees' credit not to exceed sixty four (64) hours.
- c. Grandfathered bonus leave: Any employee who earned bonus leave prior to July 1, 1995 shall have that bonus leave remain to their credit and is not limited by (b) above.
- d. Any employee who retires from State service under the provisions of RSA 100-A or who is laid off from State service and who has unused bonus leave to his/her credit shall be paid for such unused bonus leave at the time of separation.

11.1.2. Accounting: For purpose of utilization, sick leave shall be converted to hours.

11.1.3. Payment: Upon retirement under the provision of RSA 100-A:5 and RSA 100-A:6 only, or upon eligibility under RSA 100-A:5 but electing to receive a lump sum payment in lieu of an annuity, an employee shall receive payment in a sum equal to 50% of the number of sick leave days remaining to the employees credit. However, the total number of days eligible for payment shall not exceed sixty (60) days.

11.1.4. Payment: Upon retirement under RSA 100-A:5 or 6 or termination as a result of a reduction in force, an employee shall receive payment in a sum equal to 50% the number of sick leave days remaining to the employees credit. However, the number of days eligible for payment shall not exceed sixty (60) days.

11.2. Allowable Uses: An employee may utilize their sick leave allowance for absences due to:

- a. Illness, injury, or exposure to contagious diseases endangering the health of other employees when requested by the attending physician, Advanced Practice Registered Nurse (APRN) or their clinical representative;
- b. Medical and dental appointments with prior approval;
- c. Death in the employee's family; and

- d. Providing care to, or accompanying to healthcare visits, an ill or injured family member who is either:
 1. A minor child; or
 2. An adult family member who is “incapable of self-care” within the meaning of the Family and Medical Leave Act (FMLA), or to accompany such person(s) to healthcare provider visits.

When sick leave is taken for the purpose of providing care to a person specified in (d) who has an FMLA-qualified illness or injury and is the employee’s parent, spouse or child, such leave shall be deducted from the employee’s FMLA leave entitlement.

In addition, an employee may use up to two (2) days of sick leave per fiscal year for the purpose of general wellness without providing an underlying medical justification. Employees using sick leave for such purposes may indicate to the employer that such time is for purposes of mental health or wellness. Nothing herein shall be construed to otherwise limit the use of sick leave for mental health as may otherwise be permitted by this agreement.

- 11.2.1. **Bereavement Leave:** An employee may utilize up to five (5) days sick leave for a death in the employee’s family provided that use of such leave shall not be counted against time accumulation as provided in 11.1.1.
- 11.2.2. **Family:** For the purpose of administering Articles 11.2 and 11.2.1, family shall be defined as: Spouse, children, the minor or dependent children of the spouse, mother-in-law, father-in-law, parents, step-parents, step-children, step-brother, step-sister, foster child, grandparents, grandchildren, brothers, sisters, legal guardian, daughter-in-law, and son-in-law. This definition may be expanded to include other persons at the discretion of a requesting employee’s supervisor on a case by case basis.
- 11.2.3. Employees may utilize up to twelve weeks of any available paid leave for the birth of their baby or adoption of their child. The leave, if taken, shall be taken within twelve months following the birth or adoption and shall be counted as part of employee’s Family Medical Leave Act (FMLA) entitlement. The parties agree that intermittent leave used under this article shall be granted at mutually agreeable times and the Employer agrees not to unreasonably deny leave requests.
- 11.2.4. **Workers Compensation:** An employee who is absent due to a compensable work injury shall continue to have health and dental benefits paid, and shall not have seniority, increment, longevity or leave accrual dates changed. Actual leave accrual shall resume on the employee’s return to work.
- 11.3. **Application for Use:** To utilize his/her sick leave allowance, the employee must file a written application with the Employer specifying the basis of the request is:
 - “illness”,
 - “injury”,

“wellness and/or mental health”;
“serious health condition as defined by the FMLA”,
“dependent care”,
“medical/dental appointment”
“bereavement”, or
“donated to *name of employee*”

Employees shall be notified as to the approval or denial of their leave requests within a reasonable period of time.

- 11.4. **Certification:** An employee may be required by the Employer to furnish the Employer with a certificate from the attending physician or other licensed health care practitioner when, for reasonable cause, the Employer believes that the employee's use of sick leave does not conform to the reasons and requirements for sick leave use set forth in this Agreement. Such certificate shall contain a statement that in the practitioner's professional judgment sick leave is necessary. In addition, the Employer may, at state expense, have an independent physician examine one of his/her employees who, in the opinion of the Employer, may not be entitled to sick leave. The time related to such examination shall not be charged to the employee's leave.
- 11.5. **Payment:**
- a. Upon termination, resignation, or dismissal of any employee in the bargaining unit, the number of days of sick leave remaining to their credit shall lapse.
 - b. In the event of death of any employee while in the state classified service, a sum equal to the number of days' sick leave remaining shall be paid to their estate.
- 11.6. **In-State Transfer:** Any employee who changes from the service of one appointing authority to another, without a break in service, shall at the time of said change have transferred all accumulated leave to his/her credit.
- 11.7. **Payment - RIF:** Whenever a former employee, who has been separated from the bargaining unit by a reduction in force formula, or for reasons without prejudice but for the convenience of the state, is reinstated within three years, the previously accumulated and unused balance of his/her sick leave allowance shall be revived and placed to his/her credit.
- 11.8. **Short Term Disability Income Protection:** The Employer agrees to provide Short Term Disability Income Protection (STDIP) benefits providing replacement income for full-time Unit Employees who through non-occupational Illness or Injury become Totally Disabled and are unable to perform the duties of their occupation. Specific conditions and benefits are in accordance with Appendix H.
- a. The employees' accrued leave may be used by the employee to offset any reduction of the weekly benefit up to 100% of Weekly Base Earnings.

- b. An employee who is absent under this provision shall continue to have the employers share of health and dental benefits paid, and shall not have seniority, increment, longevity or leave accrual dates changed. Actual leave accrual will resume on the employee's return to work.

11.8.1. The Employer is authorized to provide additional sick leave to an employee once all benefits approved under short term disability income protection plan have been exhausted under the following conditions:

- a. A request for additional sick leave shall be forwarded to the Bureau of Employee Relations by the employee or the Employer stating the reason(s) for the request and the amount of additional sick leave requested.
- b. The Bureau of Employee Relations shall request a recommendation from the Employer of the requesting employee/agency. The recommendation shall be made known only to those who will act upon the request.
- c. The request and recommendation shall be forwarded to the Labor Management Committee established by Article IV, Section 4.2, who shall approve or deny the request in whole or in part.
- d. The response to the request shall be transmitted to the requester by the Bureau of Employee Relations.
- e. If the request is approved, the Manager of Employee Relations shall direct the Employer to solicit donations from employees within the requesting employee's agency who wish to contribute unused sick leave up to the amount of the authorization. Contributed sick leave shall not be counted against time accumulations as provided in Article 11.1. If the request is not approved, no further action shall be taken by the parties or by the requesting employee or Employer on that request.
- f. No request shall be approved for more than ninety (90) days, although nothing shall prohibit additional requests.

11.9. **Break in Service Accrual:** A unit employee who has had a break in service shall be credited with prior periods of full-time state employment for leave accrual purposes if that employee's current period of full-time state employment has been one (1) or more continuous years in duration. Only prior periods of full-time state employment of two (2) or more consecutive years in duration shall be eligible for crediting.

Article XII

ASSOCIATION REPRESENTATION

12.1. **Stewards:** The Employer agrees to recognize sixteen (16) Steward(s) as may be duly authorized by the Association.

- 12.2. **Non-discrimination:** The Employer agrees there shall be no discrimination against any Steward because of his or her duties as an Association official or member. The Association shall furnish the Employer a list of the Stewards representing the agency and keep the list current.
- 12.3. **Use of Work Time:** The Employer shall authorize a reasonable amount of time during the regular working hours without loss of time or pay, and make reasonable adjustments to the Steward's workload, to permit the Steward to carry out their responsibilities in accordance with the provisions of this Agreement. The Association shall guard against the use of excessive time in handling such responsibilities. Each Steward, before carrying out his/her responsibilities in accordance with the provisions of this Agreement, shall first obtain the consent of his/her immediate supervisor which shall not be unreasonably withheld. Upon entering a work area, other than their own, the Steward shall first advise the appropriate supervisor of his/her presence and specify the name(s) of the employee(s) to be contacted. All time spent on union activities that conflicts with work time shall be recorded in the Employer's time management system.
- 12.4. **Training:** The Employer agrees to authorize three (3) days off in each contract year, without loss of time or pay for the Steward(s) to attend an Association training program. The Association shall notify the Employer not less than twenty (20) days in advance of such proposed training program.
- 12.5. **Incur No Expense:** The Employer shall not bear any expense, other than with respect to the Steward's time involved during regular duty hours, for the functions of any Steward. The Association shall reimburse the Employer for any other expense to the state incurred as a result of the Steward's function.
- 12.6. **Steward/Agency Meetings:** Agency heads shall meet with Steward(s) upon written notice from the Association. Such meetings shall be held within ten (10) working days from the request date, unless it is mutually agreed to extend the time frame.
- 12.7. **Representation of Employees:** An employee shall be entitled to Association representation at 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. The Association representative's role at an investigative interview or meeting is to consult with the employee. The Employer is free to insist upon hearing the employee's own account of the matter(s) under investigation. The Parties agree that in all cases the principles of "Weingarten" and "Garrity" and other applicable case law shall be observed. The provisions of this article shall apply to both full and part-time employees.

"Disciplinary action" means action resulting in a written warning, the withholding of an annual increment, a suspension, a demotion or a dismissal, as stated in the Administrative Rules of the Division of Personnel.

Article XIII
SAFETY and HEALTH PROTECTION

- 13.1. **Work Environment:** It is mutually agreed that the prevention of accidents and injuries to state employees will result in greater efficiency of operations of state government. Toward this end, the Employer shall make every reasonable effort to provide and maintain safe and healthy working conditions and the Association shall fully cooperate by encouraging full-time or regularly scheduled part-time employees to perform their assigned tasks in a safe manner.
- 13.2. **Safety Committee:** A Safety Committee composed of members representing full-time and regularly scheduled part-time employees and representing management within the bargaining unit or multiple bargaining units within the same location shall be established. The purpose of the Committee shall be to develop programs of safety education, health protection and reasonable standards for compliance by both Employer and employee. Voluntary compliance shall be sought initially to reduce injuries and lost workdays.
- 13.2.1. **Meetings:** The Safety Committee shall meet at the call of either the Employer or the Association, within ten (10) days.
- 13.3. **Access to Aid, Information:** The Employer agrees to maintain first aid kits located in secure but readily accessible areas. All on-the-job injuries, regardless of seriousness, shall be reported to the Supervisor. The names and telephone numbers of emergency services, e.g. police, fire, licensed ambulance services and the poison control center shall be posted on official bulletin boards.
- 13.4. **Access to Inoculations, Diagnostic Clinics:** Full-time and regularly scheduled part-time employees shall be allowed reasonable time off from their duties without loss of time or pay in order to participate in inoculations or diagnostic clinics which are sponsored for public employees or authorized by the Division of Public Health. Such time off must be approved by the immediate supervisor and not be unreasonably denied.
- 13.5. **Special Services:** The Safety Committee shall ascertain the desirability and/or necessity of providing physical and ophthalmologic examinations, immunization or other diagnostic screening of selected occupations.
- 13.6. **Leave for Training:** The Employer may authorize reasonable time off for Safety Committee members to attend safety and health seminars and training sessions.
- 13.7. **Establish Programs:** The Safety Committee shall investigate the feasibility of the establishment of an employee assistance program, comprehensive health and lifestyle programs, and affect their implementation to the full extent found to be feasible.
- 13.8. **Training for Specialized Equipment:** The Safety Committee shall establish guidelines that shall ensure the proper training for all full-time or regularly scheduled part-time employees who use unique or specialized equipment.

13.9. **Areas of Interest:** The following areas shall be addressed for the purpose of establishing guidelines, implementing programs and/or providing equipment:

- a. Protective clothing
- b. Safety equipment
- c. Fire prevention equipment
- d. First aid kits, and first aid training
- e. Self-defense guidelines where appropriate
- f. Transportation of clients
- g. Number of employees in selected situations
- h. Work site hazards
- i. Air quality
- j. Ergonomics
- k. Exposure to infectious diseases
- l. Training in Universal Precautions

Other areas of health and safety are subjects of concern for the Safety Committee.

13.10. **Unit Safety Committees:** Each unit shall have a Safety Committee with equal numbers from management and labor. Labor representatives shall be appointed by the Association.

13.11. **Response to Recommendations:** The Employer shall provide, within thirty (30) days, a written response to the recommendations of the Safety Committee which indicates acceptance or rejection of the recommendations and the reasons therefore. An extension of thirty (30) days is permitted upon written notification to the Safety Committee. Unresolved issues may be submitted to the Labor Management Committee for resolution according to a majority vote of its members. If the LMC is evenly split on an issue, the Association retains the right to submit the matter to arbitration under Article XIV.

13.12. **Employee Parking:** The Employer shall make every reasonable effort to ensure that the employee parking areas are properly plowed and/or treated prior to 7:30 a.m., in cases of inclement weather.

13.13. The Employer shall make reasonable attempts to provide potable drinking water, flush toilet facilities in proper working order, and hand cleaning materials for all tower posts and units where permanent staff are assigned. This shall include capital budget requests where appropriate.

13.14. **Vehicle Safety:** Any employee who reasonably believes that a state vehicle is unsafe has an obligation to refuse to operate that vehicle and to report the reason(s) to the appropriate authority.

Article XIV **GRIEVANCE PROCEDURE**

- 14.1. **Purpose:** The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances and disputes arising with respect to interpretation or application of any provision of this Agreement.
- 14.1.1. **Intentions:** It is intended that the procedure provided herein shall facilitate the resolution of any such disputes at the lowest possible level, and the Employer and the Association agree to work together towards this end. Nothing in this article shall be interpreted as preventing or discouraging any full-time or regularly scheduled part-time employee from discussing any disputed matter in an informed and informal manner with the immediate supervisor or the Employer. Such discussions shall not, however, interfere with the right to seek resolution of the dispute through the grievance procedure provided herein.
- 14.1.2. **Investigations:** The Steward, when requested by one or a number of employees whom that Steward represents, may investigate the basis for any dispute arising under this Agreement and may, at any stage, assist the employee(s) in seeking resolution of such dispute through the grievance procedure provided herein. A staff representative of the Association may substitute in place of the Steward at the third step (Agency Head) or sooner if the agency is represented by other than the supervisor or intermediate supervisor. The Association may substitute an Association staff person in place of the Steward if the Steward is not available.
- 14.1.3. **Procedure:** Any employee having problems concerning the interpretation or application of any provision of this Agreement shall seek adjustment in the step order listed below according to the organizational pattern of his/her agency. There shall be not less than two nor more than five adjustment steps.
- 14.1.4. **Time Limits:** All time limits set herein may by mutual agreement between the grievant and the Employer be extended.
- 14.1.5. **Non-Intervention:** Nothing in this Article shall be construed as an abrogation of the right of any full-time or regularly scheduled part-time employee to present a grievance without the intervention of the exclusive representative in accordance with RSA 273-A:11(a).
- 14.1.6. **Group Grievances:** If a group of employees files a grievance, not more than three (3) employees shall represent the group at any scheduled meeting provided for in the steps listed below.
- 14.1.7. In any case where the rights of the Association, as opposed to rights of members, are affected, the Association may file a grievance in its own name through any of its agents or officers and shall be filed directly with the Manager of Employee Relations and shall be considered a Step II Grievance.
- 14.1.8. A grievance initiated by the Employer against the Association or its members shall be filed directly with the Executive Director of the Association and shall be considered a Step II Grievance.

- 14.1.9. **Filings:** A grievance shall be filed within fifteen (15) work days of the time the grievant knew or should have known of the alleged violation.
- 14.1.10. **Written Notices:** A copy of all grievances which have been reduced to writing shall be forwarded to the Bureau of Employee Relations and to the offices of the Association.
- 14.1.11. Whenever an employee who is a steward or is an officer in the Association finds that he/she is a supervisor involved in decision making in a grievance procedure, it is agreed that the individual will recuse themselves in that particular grievance and the grievance shall proceed to the next step in the grievance process. Whenever the employee is the supervisor in a grievance procedure and that employee could be a direct beneficiary of the outcome of the grievance, that supervisor shall recuse themselves and the grievance shall proceed to the next step in the grievance process.
- 14.2. **Grievance Procedure - STEP I - Employee and Immediate or Intermediate Supervisor/Human Resources.**
- 14.2.1. The employee and/or his/her Steward, shall present to his/her supervisor or a representative of human resources (HR) all the facts pertaining to the dispute.
- 14.2.2. The immediate supervisor or HR shall resolve the dispute at once or notify the employee and/or his/her representative of the decision within ten (10) working days from the day the problem was presented to him/her.
- 14.3. **Grievance Procedure - STEP II - Employee and Agency Head, Designee or Manager of Employee Relations.**
- 14.3.1. If, subsequent to the supervisor's or HR's decision, the employee and/or his/her Steward feels further review is justified, notification to that effect and a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated shall be made in writing to the agency head, or his/her designee, or the Manager of Employee Relations, whichever is most appropriate based on the subject of the grievance. The Step II filing shall be made within ten (10) working days from the day the employee was informed of the supervisor's or HR's decision.
- 14.3.2. The agency head, or his/her designee, or Manager of Employee Relations 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) working days.
- 14.3.3. The agency head, or his/her designee, or Manager of Employee Relations shall notify in writing the employee and/or his/her representative of the decision reached within ten (10) working days after the meeting.
- 14.4. **Grievance Procedure - STEP III – Arbitration**

14.4.1. If subsequent to the decision at Step II above the Association feels that further review is justified, a request may be submitted to the Labor Management Committee for the appointment of an arbitrator as provided in 14.4.4. or for the Labor Management Committee to schedule a meeting to review the request. Said request shall be submitted within ten (10) working days from the date the employee or Steward was notified of the decision at Step II. A copy of the request must be sent to the Employer at the same time. A decision shall be made by the LMC within thirty (30) days after reviewing a request. The employee, Steward and Agency Head shall be notified of the decision in writing within thirty (30) days.

14.4.2. **Arbitrator's Powers:** The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration. To the extent that a matter is properly before an arbitrator in accordance with this provision, the arbitrator's decision thereon shall be final and binding providing it is not contrary to existing law or regulation nor requires an appropriation of additional funds, in either of which case it shall be advisory in nature.

The Parties further agree that questions of arbitrability are proper issues for the arbitrator to decide.

14.4.3. **Cost of arbitration:** If there is any expense charged by the arbitrator it shall be borne equally.

14.4.4. **Arbitrator:** The Parties shall agree on the person to be appointed arbitrator from a list of arbitrators provided by the Public Employees Labor Relations Board within fifteen (15) working days of the filing of the request for arbitration. If agreement cannot be reached within the 15 work days, either party may petition the Public Employees Labor Relations Board for the appointment of an arbitrator. Within thirty (30) calendar days of the selection or appointment of the arbitrator, the parties agree to request a mutually agreeable hearing date from the arbitrator.

14.4.5. **Panel Conditions:** Arbitrators appointed to the panel shall agree to the following conditions:

- a. Daily fees shall not exceed a mutually agreed upon amount, per day plus reasonable expenses;
- b. Except in unusual cases one day of an Arbitrator's study time shall be allowed for each day of hearing;
- c. An arbitration decision shall be rendered within thirty (30) days of the close of the hearing.

14.5. **General Provisions:**

14.5.1. **Consistency with Agreement:** Any resolution of a grievance shall not be inconsistent with the terms of this Agreement.

14.5.2. **Missed Time Limits:** Failure on the part of the Employer 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.

Article XV SEPARABILITY

15.1. In the event that any provision of this Agreement at any time after execution is 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 shall remain in full force and effect.

Article XVI EMPLOYEE RECORDS and RIGHTS

16.1. **Access to Personnel Files:** All full-time and part-time employees shall be allowed access to their personnel files during normal working hours for inspection and/or copies of documents which shall be provided by the Employer. The Employer shall make every reasonable effort to allow such inspection immediately upon request or, upon mutual arrangement with the Employer, as soon as practicable thereafter.

16.1.1. **Copies of Letters:** A full-time or regularly scheduled part-time employee 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.

16.1.2. **Employment Recommendations:** If requested, upon termination a full-time or regularly scheduled part-time employee shall be advised of any recommendation for rehire which has been made a part of that employee's record.

16.2. **Location of Files:** Every full-time or regularly scheduled part-time employee shall be informed as to the existence and location of all personnel files. A personnel file shall be defined as any file kept by a supervisor or custodian of official records which relate directly in any way to an employee's status as an employee.

16.8. **Performance Evaluations:** Unit employees shall receive a performance evaluation in accordance with existing law or regulation.

16.2.2. The Employer's failure to provide a timely evaluation shall not constitute a valid reason for withholding a salary increment.

- 16.3. **Vacancies:** The Employer shall post all vacancies in accordance with statewide Division of Personnel Policies.
- 16.4. **Transfers:** All lateral transfers shall be posted by the Employer for not less than five (5) work days. Selection of employees for transfer shall be from responses to the posting and shall be made on the basis of seniority within the Department of Corrections. In the event that the most senior employee is not selected, specific performance based reasons for the non-selection of all senior employees passed over shall be made in writing to such employee(s) by the person making the selection. This written notice to employees not selected, including the reasons for non-selection, shall be completed within ten (10) work days.
- 16.5. The Employer shall provide three (3) months' written notice to any unit employee who is to be transferred involuntarily to a location fifty (50) miles or more from the worksite to which they are currently assigned.
- 16.6. Lateral Transfers shall be posted department-wide and are defined as any movement within the same classification from one defined post or specific location to another within the Department of Corrections that is not temporary. This applies to all Department of Corrections bargaining unit positions. The posting will contain the facility, shift, days off, post or assignment, specific location and assigned duties.

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

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

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

- 16.8. **Reasons for Non-Selection:** A full-time employee who is not selected after applying for a posted position shall be informed in writing of his/her non-selection and the reason therefore within a reasonable period of time as required by the Administrative Rules of the Division of Personnel.

- 16.9. Specific Performance-Based Reasons - Non Interview

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

Specific Performance-Based Reason - Interview

Specific performance-based reasons are defined as reasons that impact the selection of the most senior employee after review of the knowledge, skills, and abilities for the posted position; the most recent annual evaluation and/or any formal disciplinary action that occurred within one (1) year of the date of the posting. The State shall retain all documents pertaining to and created for the purpose of determining candidacy for transfer, promotion, or demotion for a minimum of three (3) years. Upon request, DOC shall provide to any non-selected applicant any board notes, scoring, and/or other related materials indicating the candidate's performance recorded as part of the interview process. The DOC may redact or withhold such material as may be necessary to protect non-public/confidential information not pertaining to the requesting candidate's performance.

Probationary Employees: Probationary employees would only be eligible for a lateral transfer after they successfully complete the Corrections Academy, FTO Training Program, and any other required training. The employer will take all reasonable steps to provide this required training within the first year of employment. If the employer cannot provide the necessary training within the first year employees will be eligible for Lateral Transfer.

- 16.10. **Interviewed Positions:** Any position that requires specific knowledge, skills and abilities that differ/exceed the standard duties and assignments for similar positions of the same classification may be subject to an interview. All positions that are subject to an interview shall be listed on a formal document and signed by the employer and the Association.
- 16.11. **Temporary Reassignment:** The Employer may temporarily reassign an employee(s) at the employee's request. Temporary reassignments shall be for a sixty (60) day period unless the Employer and the employee agree to extend the time limit. Agreements between the Parties for temporary reassignment shall be documented in writing and at the conclusion of the time limit, the employee shall return to his/her previous assignment.
- 16.12. **Pay and Leave Records:** All records pertaining to time worked, overtime, compensatory, sick leave and annual leave shall be maintained and be available for inspection at a designated area.
- 16.13. **Investigation of Employees:** Any unit employee who becomes the subject of an administrative investigation conducted by his/her agency shall be afforded, as a minimum, the following rights:
- a. In every case when the Employer determines that an investigation of the facts or circumstances behind the complaint is to be undertaken, the employee shall be so notified in writing within seven (7) business days. Notification shall include the reason(s) and/or cause(s) for the investigation. The written notice shall include, at a minimum, the following:

1. Notice that an investigation has commenced.
 2. The alleged conduct or offenses being investigated, including any known dates, times, or locations where said alleged conduct or offenses occurred, unless disclosure of this information will interfere with the investigation.
 3. The specific policies or laws alleged to have been violated, if applicable.
 4. The date on which the investigation commenced.
- b. The agency head or designee shall inform the subject employee bi-weekly or more often in writing or by email as to the status of the investigation and the probable date of completion.
- c. All investigations shall be completed and the final report thereof shall be filed with the Commissioner within forty five (45) business days. This deadline may only be extended by the Commissioner, in thirty-day intervals, when approved by the Director of Division of Personnel, and then only for a showing of good cause for exceptional reasons as to why the investigation has not been completed. Notice of any extension shall be in writing to the employee before the expiration of the 45-day period, and shall include all of the reasons for the extension and its duration.
- d. During any investigation the employee shall retain his/her current status, schedule, assignment, and like rights unless the Commissioner determines that, for the good of the complainant or of the employee being investigated, the employee should be removed from his/her current status, schedule, assignment, etc. In such a circumstance, every possible effort shall be made to keep the employee on the same shift and the same regular days off. When a subject employee's status, schedule, assignment or other conditions of employment are changed as part of the investigation, the Employer shall provide written notice stating the reasons for such changes. These reasons may be included as part of the original notice in (a) above or in a separate notice.
- e. In all cases where the investigation determines that the allegation(s) in a complaint are unfounded, all reports and documents pertaining thereto shall be labeled as "UNFOUNDED" then sealed and stored by the Commissioner in a confidential file separate from the employee's personnel records and files.
- f. Any transfer or reassignment undertaken pursuant to sub-section "d" above shall be immediately and completely reversed upon a determination that a complaint was unfounded.
- g. For the purposes of this provision, an investigation is defined as an inquiry into an allegation or allegations against a unit employee which, if founded, could possibly result in serious discipline including suspension without pay and dismissal.

- h In the event that a bargaining unit employee is suspended from duty pending completion of an investigation, all benefits as described with their Collective Bargaining Agreement shall remain in effect as provided below:
 - 1. All persons suspended without pay shall maintain their medical and dental benefits during the suspension. No unit employee shall suffer loss of state-paid benefits during a suspension with or without pay pending investigation.
 - 2. All persons suspended with pay or placed on Administrative leave shall maintain their level of benefits as expressed within their Collective Bargaining Agreement.
 - 3. If reinstated, seniority, eligibility for step increases and creditable service toward retirement shall be restored for the period of suspension without pay.
 - 4. In all cases any person suspended shall be afforded their due process under law, statute, policy, rules and/or procedures.
- i. The foregoing provisions will apply until the time that formal disciplinary action is taken.
- j. Use of recording devices in the course of an investigation shall comply with RSA 570-A. If any recording is created or otherwise used, considered, or relied upon during the investigative process, and the investigation results in discipline to the employee, said employee shall be provided any such recording prior to the issuance of discipline, if requested.
- k. If an employee is returned to work after a suspension for purposes of investigation, pursuant to the applicable Rules of Division of Personnel, the calculation of lost compensation shall include lost overtime wages at the average of the overtime worked over the twelve months immediately preceding the suspension.

16.14. Changes of Job Specifications: All employees shall be notified in writing of any changes in his/her job specifications and duties upon receipt of said changes from the Division of Personnel, and/or from directives from the Commissioner/Agency Head or any of his/her designated representative.

16.15. Privacy: The Employer agrees to make every reasonable effort to counsel and/or reprimand full-time or regularly scheduled part-time employees in private and to limit discussion of any employee's problems by supervisors to essential parties.

16.16. Employee Permanent Status: Notwithstanding any rule to the contrary, an agency appointing authority may request approval from the Division of Personnel for permanent status for any probationary employee prior to the end of that employee's probationary period but not sooner than six months following that employee's date of hire. This provision shall not apply to employees in positions for which a year-long training or evaluation period is required.

16.17. **Layoff Procedures:** An appointing authority may lay off an employee only when layoff becomes necessary because of the following reasons:

1. Abolition of a position;
 2. Change in organization;
 3. Decline in agency work load;
 4. Insufficient funding;
 5. Change in state law; or
 6. Change in federal requirements.
- a. The appointing authority shall first determine, by division, the class or classes to be affected within the agency.
 - b. Each employee whose position is in an affected class shall be considered with other employees in the same class within a division of an agency in accordance with seniority, whether the employee is on duty or leave status, or receiving workers' compensation.
 - c. Seniority for the purpose of layoff shall be the length of continuous full-time service with the state from the last date of hire to full-time service on the basis of years, months, and days of service including military leave and approved leave for an illness or injury under the Family Medical Leave Act for a non-probationary employee, except that any days, months, or years of leave without pay for educational or personal reasons shall not be counted
 - d. No permanent employee shall be laid off from any position while there are temporary fill-in, or initial probationary employees serving in the same class of position within the same division of the agency.
 - e. Except in instances of an individual possessing unique credentials that are necessary for the agency to carry out a legislated mandate, seniority shall govern the order of layoff.
 - f. Prior to layoff, appointing authorities, with the assistance of the division of personnel, shall attempt to reassign an employee into a vacant position under the following conditions:
 - (1) The reassignment does not result in a promotion; and
 - (2) The employee being reassigned qualifies for the vacant position.
 - g. If there is no vacancy into which an employee can be reassigned as provided in (f), an appointing authority shall attempt to demote an employee in lieu of layoff as long as the employee can be certified for the lower classification pursuant to Per 405.
 - h. When demoting an employee in lieu of layoff, the appointing authority may take such action when:
 - (1) Such demotion serves to protect the efficiency of the agency; and
 - (2) The order of demotion occurs in a similar progression as that through which the employee was promoted.

- i. The parties acknowledge and agree that Layoff Procedure language is included in both the Personnel rules and this Agreement. The parties further agree that any alleged violation of this Article cannot be both grieved in this Agreement and appealed through the Personnel Rules on the same subject matter. The Association agrees to file any alleged violation in only one forum.

16.17.1. Notice of Layoff

- a. With the exception of (b), an appointing authority shall give written notice of the proposed layoff and the reasons therefore to the affected employee(s) and to the director of personnel at least 14 calendar days before the date the layoff becomes effective.
- b. In the case of temporary fill-in, seasonal part-time, part-time, or intermittent employees, advance written notice of layoff shall not be required.
- c. The Parties acknowledge and agree that Layoff Procedure language is included in both the Personnel Rules and this Agreement. The Parties further agree that any alleged violation of this Article cannot be both grieved in this Agreement and appealed through the Personnel Rules on the same subject matter. The Association agrees to file any alleged violation in only one forum.

16.18. **Rights at Lay Off:** A bargaining unit employee who has ten (10) or more years of continuous full-time state service who receives a notice of layoff shall be entitled to displace (bump) another employee within the same division under the following conditions:

- a. The employee receiving the notice of layoff notifies the Employer of the intent to bump an employee within the same division within five (5) working days of receipt of the notice of layoff; and,
- b. The employee who is to be bumped has less than ten (10) years of continuous full-time state service and is in a position with a lower salary grade; and,
- c. The employee receiving the notice of layoff and wishing to bump an employee within the same division is certified by the Employer as qualified for the position of the employee who is to be displaced.
- d. An employee who receives a notice of lay off and fails to notify the Employer of an intent to bump another employee within the same division within the five (5) working days shall lose the right to bump.

16.19. **Notice of Transfer** – The Employer agrees to provide a thirty (30) day notice to a unit employee who is to be involuntarily and permanently transferred from that employee’s work location to a work location that would require an additional commute of thirty (30) or more road miles one way from that employee’s current home location.

- 16.20. **Federal Government Shutdown:** In the event of a Federal government shutdown, the Parties agree that, in order to maintain the efficiency of governmental operations pursuant to Article 2.1.4., the following provisions are agreed to:
- a. The Employer shall identify each bargaining unit position that is authorized and funded, in whole or in part, by a Federal source where funding is expected to be insufficient due to the Federal government shutdown. The Employer shall provide this information to the Association, including the name of each position's incumbent, department, the funding source(s), and, at least 14 days in advance, of the projected date for which insufficient fund will be experienced. The employer shall similarly notify each individual employee. This notice shall take the place of the Notice of Layoff requirement contained in the Personnel Rules, for these positions only and in this limited circumstance.
 - b. For applicable bargaining unit positions that are funded 75% or more by an insufficient Federal funding source impacted by the shutdown, employee incumbents shall be fully furloughed for each day of insufficient funds.
 - c. For applicable bargaining unit positions that are funded with less than 75% of an insufficient Federal funding source impacted by the shutdown, the employee incumbents shall be partially furloughed on a weekly basis for each week of insufficient funds.
 1. The Employer shall work with each employee impacted to develop a mutually agreed upon modified workweek that least inconveniences the employee and the Employer.
 - d. Furloughed employees shall lose no rights or benefits otherwise articulated in the Agreement that they would be entitled to if they were not furloughed except for lost pay.
 - e. If any employee identified for furlough wishes to instead be laid off, the Rights at Layoff, pursuant to Article 16.10, shall remain in effect. However, in no instance shall other employees in a furlough status be considered employees subject to displacement (bumping), and in no instance shall the Employer be required to comply with the layoff procedures consistent with the Personnel Rules for furloughed employees.
 1. In the event the Federal government only partially restores applicable funding, employees choosing layoff shall be recalled after furloughed employees are returned to their normal work week hours.
 - f. For each furloughed employee, the Employer shall promptly provide employees with needed documentation to assist workers with applying for unemployment compensation.

1. If the Federal government later authorizes back pay or funding for back pay for furloughed workers, the Parties shall assist furloughed employees with reimbursements that may be required for unemployment compensation received.
 - g. The Employer agrees to immediately return furloughed workers to normal work immediately after sufficient Federal funding restorations. If only partial funding is restored, the Parties shall consult and develop a mutually agreed upon restoration plan for furloughed workers.
 - h. If the Employer wishes to transfer any employee in an affected position into another position, for reasonable cause, whereby the employee is no longer subject to furlough, the Employer shall consult with the Association at least a week in advance.
- 16.21. **Employee Rights:** With respect to bargaining unit employees of the Department of Corrections, the Employer will neither engage in nor permit any restriction of the right of employees to:
- a. Express personally held views or opinions in any forum consistent with the U.S. Constitution and RSA 98-E;
 - b. Legally assemble;
 - c. Participate in demonstrations of personally held views or opinions;
 - d. Be free from visual, photographic, audio, and/or video recording or surveillance by the Employer, caused by the Employer, permitted by the Employer, or any of its agents, of any personal, union related, or other nonwork activity;
 - e. Be free from discriminatory, harassing, or suppressive actions or omissions under the guise of management prerogative, management right, work assignment, or scheduling assignment.

Article XVII **NOTICES**

- 17.1. **Notice to Association:** Whenever a written legal notice is required to be given by the State 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.
- 17.2. **Notice to State:** Whenever written legal notice is required to be given by the Association to the Employer such notice shall be given to the Manager, Bureau of Employee Relations at the Division of Personnel.

Article XVIII
WAIVER

- 18.1. **Non-performance or Violations:** 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 XIX
WAGES and BENEFITS

19.1. [RESERVED]

19.2. **Wages:**

- 19.2.1. Each classified full-time and part-time employee shall be paid in accordance with the salary schedules contained in Appendix A.
- a. Notwithstanding any Article or Rule to the contrary, nothing in this Agreement shall prevent the Employer from requesting higher step placements from the Division of Personnel for unit employees who are promoted, demoted or transferred into another position within their own unit or in a different unit.
 - b. Notwithstanding any Article or Rule to the contrary, nothing in this Agreement shall prevent the Employer from requesting higher step placements from the Division of Personnel for current unit employees when:
 - 1. An employee newly hired into state service in the same classification is placed at a higher step; or
 - 2. A unit employee who is promoted or transferred into another position of the same classification is placed at a higher step.
 - c. Any request approved in accordance with (b) above shall be effective on the first day of the first pay period occurring at least thirty days after the request is submitted to the Division of Personnel.
- 19.2.2. The salary schedules specified in 19.2.1. shall provide for eleven primary steps in each pay band established therein, known as step one through step eleven, together with a "Trainee" step preceding step ("step T") one as well as an "Advancement" step ("step A") following step eleven.
- a. An employee shall be eligible to progress from step one through step seven upon successful completion of one year at the prior step. An employee shall be eligible to progress from step seven through step eleven upon two years at the prior step. For the purposes of this section, successful completion means that an employee shall have received satisfactory annual performance evaluations for the period.

The Employer's failure to provide a timely evaluation shall not constitute a valid reason for withholding an increment.

- b. An employee hired as a trainee shall be placed at step one and paid at the equivalent of one step below step one, identified as step T on the applicable pay schedule. Payment at step T shall not change the underlying timing of an employee's step progression. While an employee remains a trainee they shall continue to be paid at the equivalent of a step lower than the step to which they have progressed. Upon meeting the minimum requirements for the position, an employee shall be paid in accordance with their underlying step.
- c. Approval of an in-band advancement shall not change the underlying timing of an employee's step progression.
- d. An employee who receives an in-band advancement shall be paid at the next higher step within the employee's pay band. Upon receiving subsequent step increases in their underlying step progression, an employee shall continue to be paid at the equivalent of a step higher than the step to which they have progressed.
- e. An employee shall be eligible to be paid at step A when:
 - 1. While already at step eleven, they are granted an in-band advancement; or
 - 2. The employee has previously received an in-band advancement at a lower step and subsequently progresses to step eleven in their underlying step progression.
- f. An employee's in-band advancement and associated pay at a higher step may be removed if:
 - 1. The employee no longer meets the qualifications necessary for the in-band advancement; or
 - 2. The employer's operational needs no longer require the duties or responsibilities associated with the in-band advancement to be performed.
- g. The Employer shall provide the employee written notice 30 days prior to the removal of an in-band advancement, in accordance with f.2, that does not have a defined end date and has been in effect for 180 days or more. This notice shall include the justification for the removal of the in-band advancement and notification to the employee that any request for consultation regarding the removal of the in-band advancement be received within 30 days.
- h. Where an in-band advancement is in place for a specific position and the Employer requires an employee who satisfies the requirements of the in-band advancement to perform the relevant duties and functions on an ongoing basis, the pay associated with the in-band advancement shall be effective on the first day of the pay period in which the employee assumed those duties.

- i. Any employee may submit a request for an in-band advancement in accordance with the procedures established for reclassification requests under Per 303.01 and Per 303.02, as in effect on January 1, 2025. The employer shall review and process such requests in accordance with Per 303.03 and Per 303.04, as in effect on January 1, 2025. This provision shall remain in effect until rules specific to employee requests for in-band advancements are adopted by the Director of the Division of Personnel.
- j. Any employee who has been at step five, six, seven, or eight for a minimum of one year and who is placed at step one through step six on the new pay schedule effective with this amendment in Appendix A, shall, upon implementation of the new pay schedules be advanced one step.
- k. Any employee who has been at step eight for a minimum of two years prior to the effective date of this amendment and who is not placed at step eleven on the new pay schedule made effective with this amendment in Appendix A shall, upon implementation of the new pay schedules, be advanced one step.
- l. Any employee who has been at step nine for a minimum of two years prior to the effective date of this amendment and who is not placed at step eleven on the new pay schedule made effective with this amendment in Appendix A shall, upon implementation of the new pay schedules, be advanced one step.
- m. The waiting periods specified herein shall not apply to, and an increment date shall not be adjusted for, promotions and reclassifications resulting in a higher pay band.
- n. If an employee is promoted into a job title with a pay band having a higher minimum rate of pay, the employee's step shall be set to the lowest step in the new pay band that increases their hourly rate of pay by:
 - (1) An amount equal to at least one step in the former pay band or,
 - (2) In the case of an employee who is at step eleven in the former pay band, an amount equal to at least 3%.

19.2.3. Any full-time unit employee holding a corrections officer certification who works as a corrections officer shall, during hours worked as a corrections officer:

- a. Be compensated at the higher of:
 - 1.. Their normal rate of pay, or
 - 2. A rate of pay equivalent to one step higher than their normal rate of pay, on the corrections officer pay scale, up to the maximum rate of pay for a corrections officer.

b. Be considered non-exempt for purposes of overtime and other premium pay and shall be paid at one and one half times the rate of pay established under paragraph a.

c. Are not subject to being forced to work overtime and shall not be entitled to double time, time worked benefits, additional compensatory time, or any other benefits or premiums available to corrections officers that have not been specifically bargained for in this agreement.

A boot allowance in the amount of two hundred fifty dollars (\$250) will be paid out to each full-time dual certified employee each fiscal year. The employee will have the option to have the allowance paid through the payroll system if the employee's request for reimbursement does not total two hundred fifty dollars (\$250).

19.2.4. Current wages shall remain in effect for the contract year beginning July 1, 2025 subject to any increments or adjustments required pursuant to this Agreement, and shall be paid in accordance with the requisite salary schedule.

19.2.5. No later than January 30, 2026, the Parties shall reopen negotiations for the limited and sole purpose of negotiating wages. No other matters shall be subject to negotiation during this limited reopening without the consent of both parties. Should the parties be unable to reach agreement on wages for the contract year beginning on July 1, 2026, current wages, including any increments or adjustments required pursuant to this Agreement, shall remain in effect for the full term of this Agreement, unless otherwise bargained, and shall be paid in accordance with the requisite salary schedule.

19.2.6. The Parties agree that the State shall prioritize reclassification requests submitted to the Division of Personnel for any positions within the bargaining unit that are currently participants in the Group II Retirement System. The Association agrees to assist the State with retrieving information from DOC staff relevant to the classification analysis. The parties agree that if the Association believes that insufficient progress has been made in processing such requests, or either party disagrees with the outcome of the process, or should the process not yet be completed, the issue of wages and/or compensation related to those positions shall be included among the subjects reopened for negotiation under Article 19.2.5.

19.3. **Payroll Information:** Payroll checks shall include all required information, a clear designation as to the amount and category, e.g., regular, overtime or holiday pay, of compensation for which payment is being made including any pay above base pay must be separated and identified.

19.3.1. **Direct Deposit:** Employees shall be paid by direct deposit.

19.3.2. **Applicable Rates:** Any applicable compensation for overtime and holidays shall be paid in conjunction with the full-time or regularly scheduled part-time employees' regular pay check for the pay period in which such work was performed.

19.3.3. **Itemization of Compensation:** The Employer shall provide a pay advice breakdown, or upon request a printed check stub breakdown of information on hours worked in every pay category; and, all individual leave accruals (annual, sick, bonus, holiday).

19.4. **Travel Reimbursement:**

19.4.1. **Conformance with Regulations:** Reimbursement for travel and meals shall conform to regulations established by the Department of Administrative Services with the approval of the Governor and Executive Council and to the terms of this Agreement. The Employer agrees that it shall not adopt any travel or meal regulation for unit employees without first consulting with the Association pursuant to the provisions of Article IV.

19.4.2. **Reimbursements and Advances:** The Employer agrees to reimburse all full-time and part-time employees for valid travel expenses within fifteen (15) working days of the date the employee submits to the Employer a properly completed travel expense voucher. The Employer agrees to treat travel reimbursement requests with the same priority as payroll.

Upon request, employees shall receive either a cash advance or a state-issued credit card to cover out-of-state travel expenses.

19.4.3. **Mileage:** The Parties agree that all full-time and part-time employees who are required to use their private vehicles for State business shall be reimbursed for all miles incurred in excess of the round-trip mileage between an employee's home and their official headquarters at the maximum rate then allowable by the U.S. Internal Revenue Service for the first mile of travel. The Parties further agree that changes in the mileage reimbursement rate, as a result of U.S. Internal Revenue Service action, shall be made prospectively. The Parties further agree that an employee shall record mileage incurred on State business from the odometer readings on his/her vehicle and the Employer shall reimburse for all reasonable travel incurred. In no instance, however, shall the Employer reimburse for travel incurred when the mileage is equal to or less than the round-trip mileage between the employee's home and the site of their official headquarters unless such reimbursement is specifically authorized by this Agreement.

19.4.4. **Meals:** All full-time and part-time employees shall be reimbursed for meals when traveling on State business in accordance with the following conditions and schedule:

- a. **In-State Travel:** When associated with necessary overnight stay, employees shall be reimbursed up to the current travel per diem rates set by the General Services Administration for Merrimack County without a receipt.
- b. **Out-of-State Travel:** When associated with State business, employees shall be reimbursed for meals at rates consistent with the General Services Administration (GSA) Travel Per Diem Rates, in effect at the time of travel, without a receipt.

- c. The Employer may also authorize meal reimbursement for an employee who is required to work beyond his/her regularly scheduled hours or who requests to attend an official function, banquet, dinner, or meeting associated with a meal, provided that authorization is given in advance and in writing. The Employer shall not require an employee to attend an official function, banquet, dinner, or meeting associated with a meal if reimbursement is not authorized.
- 19.4.5. **Lodging:** The Employer agrees to reimburse all full-time and part-time employees for necessary lodging expenses incurred while on State business in accordance with regulations established by the Department of Administrative Services with the approval of the Governor and Executive Council.
- 19.4.6. **Access to Regulations:** Upon request, any full-time or regularly scheduled part-time employee shall be provided with access to all travel regulations and any changes promulgated thereto.
- 19.5. **Portal-to-Portal:** All employees shall receive portal to portal mileage reimbursement when on a call back.
- 19.6. **Uniforms:** If an employee is required, by the Employer, to wear a uniform, such uniform shall be issued to the employee.
- 19.6.1. **Footwear:** The Employer agrees to reimburse an employee for the purchase of footwear in an amount not to exceed two-hundred fifty dollars (\$250) per fiscal biennium if that employees' Personal Protective Equipment (PPE) assessment determines that a certain type of footwear is required for that employee. This provision shall not apply to any employee that is covered by a separate provision dealing with footwear or who receives footwear as part of his/her uniform or clothing allotment.
- 19.6.2. All nursing staff shall be given 10 scrub uniform items (five (5) pairs of pants and five (5) tops) upon hire and then yearly.
- 19.7. **Access to Rules and Regulations:** All full-time and part-time employees shall have available to them all rules, regulations and directives relative to the department by which they are employed. In addition, the Employer shall furnish the Association with 15 copies of the Rules of the Division of Personnel for internal distribution.
- 19.8. **Health Insurance:**
- 19.8.1. The Employer shall make available to employees and their dependents a Network health benefit plan (i.e. HMO) and a Point-of-Service (i.e. POS) health benefit plan both with site-of-service components. An employee's eligibility and opportunity to elect available health care options shall be in accordance with the "Benefits Highlights" set forth in Appendices F and G and the enrollment conditions of the respective plans. Appendices F and G are incorporated by reference into the health provisions of this Agreement. The

Employer shall make available a complete listing of site of service providers and shall keep the listing current.

The Association acknowledges that the HMO plan and POS plan provider(s) shall be chosen by the Employer, and that the election by any employee(s) to participate in either plan shall not entitle said employee(s) to any further benefits not expressly provided for by this Agreement.

The level of benefits, cost-sharing, dependent coverage and Employer premium contributions, of the HMO and POS health plans offered under this provision shall be in accordance with the following provisions and with the specifications for a competitive bid. All services and procedures shall be subject to medical necessity.

- a. All employees who subscribe in either the HMO or the POS plan shall pay \$20.00 per pay period for employee only coverage, \$40.00 per pay period for two-person coverage, or \$60.00 per pay period for family coverage.

An employee's obligation to make the employee's medical and dental contributions, as specified by Article 19.8 and Article 19.13, shall remain in effect at all times during which the employee receives benefits under this article, including times during which the employee is not in paid status for any reason including, but not limited to, suspension or leave without pay.

The parties agree that agreement to this provision does not constitute a waiver of any existing rights by either party

- b. The HMO plan design shall be as described in Appendix F. Additional benefits, terms of coverage, exclusions and limitations not described in and not inconsistent with Appendix F shall be comparable to those set out in the Benefits Booklet for active state employees in effect on the day preceding the effective date of this agreement. The office visit co-payments for the HMO Plan shall be \$15.00 per visit for Primary Care Physicians and \$30.00 per visit for Specialists. A \$100.00 per occurrence co-payment shall apply to emergency room services which shall be waived if the person for whom the service is provided is admitted, \$50.00 per occurrence co-payment shall apply to urgent care services and \$30.00 per occurrence co-payment shall apply to walk in centers.
- c. The POS plan design shall be as described in Appendix G. Additional benefits, terms of coverage, exclusions and limitations not described in and not inconsistent with Appendix G shall be comparable to those set out in the Benefits Booklet for active state employees in effect on the day preceding the effective date of this agreement. The office visit co-payments for the POS Plan shall be \$15.00 per visit for Primary Care Physicians and \$30.00 per visit for Specialists. A \$100.00 per occurrence co-payment shall apply to emergency room services which shall be waived if the person for whom the service is provided is admitted, \$50.00 per occurrence co-payment shall apply to urgent care services and \$30.00 per occurrence co-payment shall apply to walk in centers.

- d. Subscribers in either the HMO or POS plans shall be eligible to participate annually in a health reimbursement arrangement established by the Employer, upon annual completion and proper submission of the health risk appraisal provided for under the respective plan. The arrangement shall provide funds for the payment of any out-of-pocket costs associated with health care services, to include reimbursement for deductibles incurred and products obtained under the health plan, including vision exams and eyewear, up to the amount of \$200.
- e. The Employer shall provide coverage under the health plans consistent with Chapter 321 of the Laws of 2006, and known as Michelle's Law and codified in RSA 415.
- f. Utilization of Cost-effective Providers. The Employer shall provide a voluntary employee incentive program that offers taxable cash payments to employees who utilize cost-effective health care providers. The Employer shall consult with the Association through the Health Benefits Committee regarding the design and implementation of the program.
- g. Health Promotion. The Employer shall provide a voluntary employee incentive program that offers payments not to exceed \$300 per employee per calendar year to employees who participate in health promotion activities and programs offered by the Employer. The Employer shall consult with the Association through the Health Benefits Committee regarding the design and implementation of the program. All approved vendors contracted with the health plan administrator shall be permitted to provide services on state premises for employees.
- h. Prescription Drugs – The prescription drug plan shall include the following:
 - 1. Mandatory Mail Order for Maintenance Drugs after three (3) retail purchases per prescription, with employee opt out.
 - 2. Mandatory Generic Substitution with DAW 2 (i.e., the only exception is physician ordered "Dispense as Written")
 - 3. Co-payments:
 - a. Retail Co-payments - \$10 for each generic medicine/ \$25 for each preferred brand name medicine/\$40 for each non-preferred brand name medicine.
 - b. Mail Order Co Payments - \$1 for each generic medicine/ \$40 for each preferred brand name medicine/\$70 for each non-preferred brand name medicine.
 - 4. Exclusive Specialty Pharmacy
 - 5. Traditional Generic Step Therapy
 - 6. Quantity Limits
 - 7. Pharmacy Advisor
 - 8. Maximum out of pocket expenses shall be \$750.00 per individual per calendar year and \$1,500.00 per family per calendar year.

- i. A Smoking Cessation Program shall be maintained.
- j. Coverage shall be provided for dependents to age twenty-six (26).
- k. Employees shall participate in working rate suspensions carried out by the Department of Administrative Services. Employee “premium” contributions shall be treated the same as other sources of revenue into the employee benefit risk management fund for purposes of the working rate suspension.
- l. A bargaining unit employee who is laid off and who elects to continue on the health plan shall not be required to submit a contribution for coverage for the first one month following lay off if the laid off employee is not eligible to retire and receive post-retirement benefits under RSA 21-I:26-36 or RSA 100-A:52-55, and is not eligible to receive medical or healthcare coverage under another employer, as the spouse of a person covered under the plan of another employer, or the state plan as the spouse of a state employee.
- m. No individual may be covered as a dependent of more than one employee and no employee can be covered as both an employee and as a dependent.
- n. Site of Service Locations: As Site of Service locations are added they shall be added to the list of accessible locations.
 - 1. Employees or their family members who live or receive services outside the State of New Hampshire are subject to the deductibles if they do not go to a Site of Service location.
- o. The Employer shall provide coverage under the health plans consistent with Chapter 417-E:2 of the Laws of 2014.

19.8.2. Health Benefit Committee: There shall be a Health Benefit Committee composed of seven members appointed by the Employer, four members appointed by Local 1984 of the Service Employees International Union (Association), one member appointed by the New England Police Benevolent Association (NEPBA), one member appointed by the Teamsters Local 633 (Teamsters) and one member appointed by the NH Troopers Association (Troopers). One Association appointee, chosen by the Association, shall be placed on the evaluation teams responsible for scoring the responses to the Employer’s solicitations for health plan administrators, dental plan administrators and pharmacy benefit plan administrators. The Association appointee shall agree to be bound by RSA 21-I: 13-a, II and any other confidentiality obligation as may be imposed on the Employer.

- a. The purpose of the Committee is: (1) to work with the Employer on all issues related to the purchase and administration of health benefit plans authorized or required by this agreement; and (2) to make recommendations to the Employer for changes in

benefit design, utilization management, and/or provider payment policies that will preserve the continued viability of the health plan by limiting the growth in claims costs while improving the quality of care, including, but not limited to, recommendations concerning health education, wellness incentives, incentives to utilize “centers of excellence” or more efficient providers, preventive medical services, case management, disease management, high-risk intervention, aligning provider payment policies with quality improvement, and providing consumer information on treatment alternatives and provider cost-effectiveness.

- b. The Employer shall make available to the Committee such expert advice and assistance as is reasonably necessary to accomplish its mission and the Committee shall be entitled to receive any information relevant to its mission which does not violate federal or state individual privacy rights or is not deemed to be confidential by law.
- c. The Employer shall consider the reports and recommendations of the Committee on issues related to the purchase and administration of the health benefit plan before making final purchasing decisions, provided that the reports and recommendations are timely filed. Nothing contained in this section shall prevent the Association’s representatives on the Committee from contacting the Governor and Executive Council members about any health benefit vendor contract subject to any non-disclosure agreement or statutory disclosure prohibition. The Department of Administrative Services shall notify the Association’s Committee representatives of its intent to place such contract onto the Governor and Executive Council agenda by providing a copy of the contract to be submitted as many days in advance of the specific meeting at which it intends to bring forward such contract for Governor and Executive Council approval as is permitted by law.
- d. The Employer shall consider the reports and recommendations of the Committee on issues related to claims costs and quality of care before making proposals for health benefit plan changes in renegotiation of this Agreement, provided that the reports and recommendations are filed by July 1 of even-numbered years.
- e. The Committee shall meet at least monthly unless mutually agreed otherwise. The time spent on the Committee by the Association’s members shall be considered time worked.
- f. The Employer, the Association, the NEPBA, the Teamsters and the Troopers shall receive a copy of any report or recommendations prepared by the Health Benefit Committee.

19.8.3. Additional Health Benefit Advisory Committee Duties: The Committee shall develop recommendations for the Parties to secure alternative funding and provide for future retiree health expenses as described in NH RSA 21-I: 30.

- a. The Committee shall also develop annual recommendations to the Commissioner of Administrative Services for current retiree health plan design changes that ensure the long-term sustainability and provision of the retiree health benefit.
- b. The Employer shall make available to the Committee such expert advice and assistance as is reasonably necessary to accomplish this duty.

19.8.4. **Education and Training:** The Health Benefit Committee shall develop an employee health education program to be offered to employees annually. This program may be offered online.

19.9. **Term Life Insurance:** Effective July 1, 2015, full-time employees shall be provided with group term life insurance of \$50,000. In addition, the Employer shall make available employee paid optional life insurance coverage at 1x, 2x, 3x, and 4x base annual salary. Voluntary selection of the first 1x base annual salary is not subject to evidence of insurability.

19.10. **Additional Parking:** The Employer agrees to provide funding in the amount of \$50,000.00 in state fiscal years 2018-2019 to fund additional parking for full-time and part-time employees who are assigned to the downtown Concord area and who are not provided with a state-provided parking space for their personal vehicle. This provision shall be administered in accordance with past practice.

19.11. **Longevity:** Any full-time employee who has completed ten years of continuous service shall be paid, in addition to his/her normal salary, the sum of \$350.00 annually and an additional \$350.00 for each additional five years of continuous service. An employee shall be eligible to receive this payment if his/her anniversary date is on or before December 1. The longevity payment shall be paid in the employee's first paycheck received in November. An employee who retires or terminates prior to December 1, but after his/her anniversary date, which is on or after December 2, will be entitled to the appropriate longevity payment upon retirement or termination.

19.12. **Shift Differentials:**

Shift differential is additional compensation intended to recognize time worked outside of day shifts and on weekends. Employees shall receive shift differential under the following conditions:

- a. Employees who are regularly assigned to work during the shifts as defined below in 19.12.2, 19.12.3 and 19.12.4 shall be paid the appropriate shift differential.
- b. Institutional employees who commence work or work overtime on a shift different from the one to which they are regularly assigned and work a minimum of four (4) hours on that shift, shall be paid a shift differential appropriate to the shift on which the work is performed. No employee working on a shift that is different from their

normally scheduled shift shall see a reduction in the shift premium they regularly receive.

- c. Shift differential paid for regularly assigned shift work shall apply to hours for paid time off. Shift differential must be included in the regular rate for the purpose of calculating overtime compensation.

19.12.1. **Exclusion:** Shift differentials shall be paid to all appropriate full-time and part-time employees except for law enforcement employees. This exclusion shall not apply to employees in positions in the Corrections Officer series.

19.12.2. **Second shift:** work commencing any time at/or after 2:00 p.m. or before 7:00 p.m. - increase of \$1.20 per hour over base pay.

19.12.3. **Third shift:** work commencing any time at/or after 7:00 p.m. or before 3:00 a.m. - increase of 1.50 per hour over base pay.

19.12.4. **Rotating Shifts:** Employees who work rotating shifts shall have \$1.20 per hour added over base pay in lieu of shift differential.

Rotating shifts are defined as those schedules which require an employee to perform work on different shifts on a set, predictable and repetitive schedule over given periods of time.

19.12.5. **Institutional Weekend Differential:** All full-time and part-time institutional employees who work on a shift which commences from 11:00:00 pm Friday night to 10:59:59 pm Sunday night shall receive a weekend differential of two dollars (\$2.00) per hour for all hours actually worked on that shift.

19.12.6. **Nurse Differential:** Licensed Nursing Assistants, Licensed Practical Nurses and Registered Nurses working at an institution in a direct care position shall be paid a differential in accordance with the tables below. The differential shall be paid per hour and added over base pay in lieu of Article 19.12.2, 19.12.3., and 19.12.4.

- a. Shift Differential: Full-time and part-time Licensed Practical Nurses and Registered Nurses working at an institution in a direct care position.

Shift	Hours	Amount
1 st	work commencing at or after 6 AM or before 2:30 PM	\$0.00
2 nd	work commencing at or after 2:30 PM or before 10:45 PM	\$4.00
3 rd	work commencing at or after 10:45 PM or before 6:00 AM	\$7.00

b. Baylor Plan Shift Differential: Full-time Licensed Practical Nurses, Registered Nurses, and Licensed Nursing Assistants working a Baylor Plan schedule at an institution in a direct care position.

Shift	12 Hr Shift	12 ½ Hr Shift	Amount
1 st	work commencing at or after 7:00 AM or before 7:00 PM	work commencing at or after 6:45 AM or before 7:15 PM	\$0.00
2 nd	work commencing at or after 11:00 AM or before 11:00 PM	work commencing at or after 10:45 AM or before 11:15 PM	\$4.00
3 rd	work commencing at or after 7:00 PM or before 7:00 AM	work commencing at or after 6:45 PM or before 7:15 AM	\$4.00

c. Notwithstanding anything to the contrary in this article, nursing staff at the NH DOC that work a 12 hour shift shall receive shift differential as follows:

2nd Shift: any work commencing at or after 2:00 PM or before 7:00 p.m. - increase of \$4.00/per hour over base pay.

3rd Shift any work commencing at or after 7:00 PM or before 3:00 a.m. - increase of \$7.00/per hour over base pay.

d. The parties intend that paragraph c. carry forward existing language from a prior subunit agreement, currently in effect. The parties acknowledge that there is a pending dispute regarding the interpretation of paragraph c. and that, by including it herein, neither party agrees to waive any rights or arguments relative to its interpretation. The parties further agree that current practices related to interpretation of paragraph c. shall remain in effect until resolution of the dispute or until otherwise bargained. Paragraph c. shall not be construed to alter or restrict any other rights of either party arising under this agreement.

e. The Employer may assign a qualified nurse as “charge of the unit”. A nurse who is assigned “charge of the unit” shall receive a differential of \$4 per hour for all hours worked as the charge nurse.

Nothing herein shall prejudice any pending grievances or unfair labor practice filings.

19.13. **Dental Insurance:** Full-time employees, spouses and their dependents, shall be provided with dental benefits, which shall be paid in full by the Employer with the exception of an employee per pay period contribution. The level of benefits shall be as described in Appendix D. Additional benefits, terms of coverage, exclusions and limitations not described in and not inconsistent with Appendix D shall be comparable to those set out in the Dental Plan Description for active state employees in effect as of June 30, 2007.

The per pay period contribution shall be:

Employee \$2.00
Employee +1 \$4.00

Family \$6.00

An employee's obligation to make the employee's medical and dental contributions, as specified by Article 19.8 and Article 19.13, shall remain in effect at all times during which the employee receives benefits under this article, including times during which the employee is not in paid status for any reason including, but not limited to, suspension or leave without pay.

The Employer shall provide coverage under the dental plans consistent with Chapter 321 of the Laws of 2006, (i.e., Michelle's Law).

Part-time employees shall receive dental insurance benefits where applicable by law.

- 19.13.1 No individual may be covered as a dependent of more than one employee and no employee can be covered as both an employee and as a dependent.
- 19.14. **Change of Residence:** The Employer agrees that when any full-time employee is required to move his/her residence for the "good of the state" after he/she has been permanently assigned, the actual moving expenses shall be borne by the Employer, in accordance with the Department of Administrative Services Manual of Procedure. Employees involved in voluntary moves or moves necessitated by promotion are liable for their own moving expenses.
- 19.15. **Unpaid Leave of Absence:** Any full-time employee who has five (5) or more years of continuous service shall continue to have paid benefits as provided by 19.8. while on an authorized leave of absence without pay due to a non-job related illness or injury for a period not to exceed six months. The employee shall be informed that he/she may purchase the same coverage at group rates for up to 39 weeks at the end of the six-month period if circumstances warrant. The spouse and dependents of a deceased employee shall be entitled to an additional month of medical coverage at State expense.
- 19.16. **Personnel Reclassifications:** Any employee whose position is reallocated to a higher salary grade as a result of a decision by the Director of Personnel to reclassify or reallocate that position shall be entitled to the appropriate pay at the new rate on:
- a. The first day of the pay period following written notification by the Director or the Director's designee of the decision if less than 90 days from filing; or
 - b. Retroactively to the first day of the pay period following the 91st day from filing if written notification by the Director or the Director's designee of the decision exceeds 90 days.

This section shall not apply to the decisions that are reconsidered or appealed.

- 19.16.1. **Mothers' Health Care:** The Employer in accordance with federal law shall provide a private area and sufficient time for full-time or regularly scheduled part-time employee postnatal mothers to tend to lactation needs.
- 19.17. **Discount at State Recreational Areas:** Any full-time bargaining unit employee shall be entitled to a fifty-percent (50%) discount on the admission price of any state-owned recreational area. Employees must abide by the established discount rules and regulations to obtain the discount.
- 19.18. **Payroll Confidentiality:** The Employer agrees that full-time or regularly scheduled part-time employee pay checks, pay stubs, and payroll advise forms shall be distributed in a manner which 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 function requires such access.
- 19.19. **Equipment Replacement:** The Employer shall not charge any full-time or regularly scheduled part-time employee for repair/replacement of any issued equipment if loss or damage occurred in the normal performance of the employee's assigned duty.
- 19.20. **Rehire or Reinstatement:** Whenever a former employee who has been laid off from the bargaining unit is reinstated to or rehired into state service in a bargaining unit position within three (3) years from the date of lay off, that former employee shall be entitled to the rights and benefits afforded a recalled employee pursuant to Per 1101.06 (c), (d) and (e) in effect as October 18, 2006.
- 19.21. **Direct Care Pay:** In accordance with RSA 99:11 Differentials, Direct Care employees shall receive a total of \$10 per week differential.
- 19.22. **Hazard Duty Pay:** In accordance with RSA 99:10, or executed through agreement, employees receiving Hazard Duty Pay shall receive a total of \$30 per week differential.
- 19.23. **Part-Time Employee Leave:** An employee working on a part-time basis shall not be eligible to accrue either sick or annual leave. At each anniversary date of employment, should the total working time during the preceding year amount to the equivalent of 6 months' full-time employment or more, the part-time employee shall be paid in accordance with the schedule contained in Article 10.

For purposes of this section, 6 months of full-time employment shall be equivalent to the following:

- a. 975 hours of work within an anniversary year for employees in positions which are compensated on a 37 ½ hour per week schedule; and
- b. 1040 hours of work within an anniversary year for employees in positions which are compensated on a 40 hour per week work schedule.

A part-time employee shall not be eligible for any payment for accumulated hours if the employee:

- a. Separates from State employment prior to the anniversary date; or
- b. Accepts full-time employment with the State prior to the anniversary date.

19.24. **Physical Fitness Incentive for Certified Law Enforcement:** All law enforcement employees certified by the Police Standards and Training Council (PSTC) may earn an incentive, as follows, for meeting physical fitness testing standards established by the Cooper Aerobics Institute for the 1.5 mile run, push-ups, and sit-ups:

a. Incentive levels:

Cooper Percentile Score (adjusted for age and sex)	Incentive
90-99%	\$500
75-89%	\$250

- b. Eligibility for the above incentives shall be based on the lowest score achieved by the employee in any of the three tests;
- c. Testing shall be conducted by an instructor deemed qualified by the employee's agency;
- d. An employee may earn such incentive no more than one time in any twelve-month period; and
- e. This article shall remain in effect until June 30, 2027.

19.25. **Physical Fitness Maintenance Time:** The Employer shall make every reasonable effort to provide time and resources, to dual certified employees who work a double shift, for purposes of engaging in physical fitness and conditioning activities, subject to the following conditions:

- a. Time allowed for fitness activities shall not exceed 30 minutes in any single day, or two and half hours in any calendar week, including transit time to and from the location of such activities;
- b. Supervisor approval shall be required prior to using any time for fitness activities;
- c. Approval shall not be granted unless staffing is sufficient to relieve the employee taking time to engage in fitness activities;
- d. Approval may be rescinded due to unforeseen or changed circumstances;

- e. An employee approved for fitness activities may use physical fitness equipment facilities located within or readily accessible from the building to which they are assigned for duty; and
- f. Nothing herein shall obligate the Employer to provide dedicated fitness equipment or facilities in any location, but nothing shall prevent an employee from using approved fitness time to engage in general fitness and conditioning activities that do not require dedicated equipment.

The Employer agrees to meet with representatives of the Union to discuss further development and access to fitness maintenance options.

Article XX
TRAINING and EDUCATION

- 20.1. **Expense Reimbursement:** Each employee who is selected and authorized by the Employer to participate in any organized training, retraining or staff development program offered by the State during on-duty hours, shall be reimbursed for expenses incidental to such training. The State may, at its sole discretion, pay for or reimburse employees for the cost of any trainings required to obtain or maintain any license or certification required for the employee's position.
- 20.2. **Education Schedule Adjustments:** The Employer shall allow when practical, for an employee to make adjustments in his/her work schedules to complete previously approved job related courses.
- 20.3. Any DOC Non-Uniformed employee that is required to maintain a professional license and who is required by their licensing body to complete Continuing Education shall be entitled up to four days of leave at their regular rate of pay, to be used for educational purposes, provided that the time is:
 - a. Used only for a course of education that meets the Continuing Education requirements for their license.
 - b. Mutually agreed upon and pre-approved by the Employer
- 20.4. a. The Employer may enter into agreements with individual employees to pay for the cost of higher education courses. The agreement may include the requirement to:
 - 1. Receive a passing grade in each course identified in the agreement; and
 - 2. Perform post educational services for the State, not to exceed 36 months after completion of the course or courses.
- b. If an agreement requires an employee who does not meet the conditions of the agreement to reimburse the State for funds expended pursuant to the agreement:

1. The employee shall be credited on a pro rata basis for each month of continued employment after completion of the course or courses; and
2. The Employer shall permit the employee to enter into a reasonable repayment plan.

c. In the case of an employee separating from service due to medical disability or layoff prior to the completion of the required service period, said employee shall be released from any financial obligation related to the reimbursement of said educational expenses. In the case of a termination for cause, the State shall not be entitled to recoup the cost of education expenses until the employee has exhausted any and all appeal or grievance rights pursuant to this agreement or the Rules of the Division of Personnel. Should the employee prevail and be reinstated, the State shall be precluded from seeking reimbursement for the period of time the employee was terminated and all said time shall count toward the service period required by the education agreement.

d. Nothing in this article shall be construed to require the Employer to enter into any such agreements or to otherwise obligate the Employer to pay the cost of tuition for any employee. Nothing in this article shall obligate the Employer to require repayment from the employee for such educational agreements.

Article XXI

DURATION and REOPENING

- 21.1. **Duration:** This Agreement as executed by the Parties is effective upon its execution and shall remain in full force and effect through June 30, 2027 or until such time as a new Agreement is executed.
- 21.2. **Renegotiation:** Renegotiation of this Agreement will be effected by written notice by one Party to the other not later than October 18, 2026 or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after the receipt of such notice.
- 21.3. **Impasse Procedures:** The Parties shall seek to reach agreement relative to the appointment of a mediator not later than the sixtieth (60) day preceding the budget submission date. The Parties shall seek to reach agreement relative to the appointment of a fact finder not later than the forty-fifth (45) day preceding the budget submission date. The Parties shall consider but not be limited to the service of the Federal Mediation and Conciliation Service and the American Arbitration Association for a mediator and fact finder respectively. If the Parties fail to reach an agreement on the choice of a mediator or fact finder, the PELRB shall be petitioned under the provisions of 273-A: 12.
- 21.4. **Sunset of Certain Provisions:** The provisions in this agreement relative to domestic partners of employees shall sunset six months after the effective date of legislation enacted by the Legislature of any law conferring the right upon persons of the same sex to form civil unions or to marry. If such legislation is later repealed, the domestic partner provisions in this agreement shall be reinstated upon the effective date of such repeal.

21.5. **Re-Opening:** In the event that the Employer agrees to grant a general wage increase, agrees to a different health plan design, or agrees to less contributions to the health plan working rates with any other bargaining unit, during the term of this Agreement, the Parties shall reopen negotiations within thirty (30) days after the Association makes a written demand upon the Employer to exercise this reopener.

~end~

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



Kelly A. Ayotte, Governor
State of New Hampshire

Date

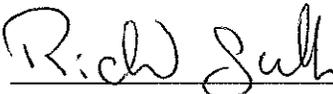
Rich Lavers
Deputy Commissioner
New Hampshire Department of
Employment Security

Lindsey Stepp
Commissioner, New Hampshire
Department of Revenue

Myles B. Matteson
Governor's Legal Counsel

John V. Scippa
Director
Police Standards & Training Council

Peter Demas
Manager of Employee Relations
New Hampshire Department of
Administrative Services
Division of Personnel



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

Date

Gary Snyder
SEA General Counsel
Chief Spokesperson
State Employees' Association of NH
SEIU Local 1984

Olivia Rubio, President, Chapter 24
State Employees' Association of NH
SEIU Local 1984

Stephen Brooks, V.P., Chapter 24
State Employees' Association of NH
SEIU Local 1984

Nick Patten, V.P., Chapter 24
State Employees' Association of NH
SEIU Local 1984

Riley Morissette
Bargaining Team Member

ADDENDUM

**to
2025-2027 Collective Bargaining Agreement
Between the
State of New Hampshire
and
Department of Corrections Line Staff**

WHEREAS, this agreement contains a change to Article 1.6 regarding the applicability of terms and conditions of employment related to full-time and part-time employees; and

WHEREAS, during the bargaining process the parties did not meaningfully discuss the potential consequences or costs of this provision with regard to the impact of Article 1.6 on other Articles of the CBA; and

WHEREAS, the legislative body for the State of New Hampshire did not appropriate any funding related to those aforementioned potential consequences or cost items.

The parties hereby enter into this memorandum of understanding which is incorporated as part of this agreement and agree that Article 1.6 of this Agreement applies solely to terms and conditions agreed to subsequent to this Agreement and does not modify, expand, or restrict any benefits contained in any other articles in effect prior to and incorporated into this Agreement. Full-time and part-time employees retain all rights and benefits previously expressly conferred upon them and such rights and benefits are not hereby expanded or restricted.

[SIGNATURES ON NEXT PAGE]]

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

Kelly A. Ayotte 9/15/25 Richard Gulla 9-12-25
Kelly A. Ayotte, Governor Date Richard Gulla, President Date
State of New Hampshire

Rich Lavers
Deputy Commissioner
New Hampshire Department of
Employment Security

Lindsey Stepp
Commissioner, New Hampshire
Department of Revenue

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Riley Morissette
Bargaining Team Member