

***COLLECTIVE BARGAINING  
AGREEMENT***

***between the***

**STATE OF NEW HAMPSHIRE**

***and the***

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

**Service Employees International Union**

**Local 1984**

**2025**

**NH Hospital**

**Article XXXVIII**  
***NEW HAMPSHIRE HOSPITAL***

- 38.1. Adequate space shall be provided if possible for mental health workers to perform all required documentation where such work may be performed without interruption. If adequate space is not readily available within the respective units, and if staffing allows as determined by the Employer, the mental health worker may absent themselves from the immediate activity area.
- 38.2. Suitable space shall be provided for employees to eat their meals and take their breaks outside of the ward or working environment.
- 38.3. The Employer will provide a secure place where employees' personal property may be stored.
- 38.4. A conference shall be called by the director of nursing or their designee in the event that a patient/patients are received in a particular unit who represents a safety or security concern to the employees of unit. Such conference shall be for the purpose of informing all staff of the unit of special conditions concerning the patient/patients involved.
- 38.5.
  - a. No employee shall be required to attend meetings, classes or other events connected with work on off-duty time without receiving proper compensation. This shall not be construed to mean that any employee may not willingly choose to attend such meetings or events even if no compensation for off-duty time spent in this way is forthcoming.
  - b. The employer shall inform the employee of total hour for which a class, meeting or other event is scheduled.
  - c. If an employee is required to miss a scheduled work shift in order to attend, the employee shall receive compensation for the full scheduled time of a class, meeting, or other event, even if it ends prior to its full scheduled time.
  - d. An employee shall not be entitled to compensation under this article if the class, meeting, or other event is canceled in its entirety prior to its scheduled time.
- 38.6. Employees who work a double shift shall be allowed a thirty minute unpaid rest break between shifts.
- 38.7. The Employer agrees to utilize the consultation provision of the Collective Bargaining Agreement to discuss proposed major changes as well as Hospital Rules and Regulations affecting working conditions, absent an emergency situation prior to implementation.
- 38.8. The Employer will work cooperatively with the employees of the laundry to create a healthy and well ventilated laundry sorting room.

- 38.9. Hepatitis B vaccine shall be offered to all N.H. employees who have finished their probation period and are determined by the Employer to be at risk of exposure to Hepatitis B infection. The vaccine shall be at the expense of the Employer.
- 38.10. Whenever a staff person is required to take a client out to eat as part of the client's program, in a restaurant or at organized events, meals shall be provided free of charge to the staff person in accordance with 19.4.
- 38.11. The employer agrees to enter into a tool rental agreement with mechanics wherein the Employer shall pay a fee for the employees' use of such tools in the service of the Employer. The agreement shall be of legal form and shall contain as minimum provisions the following:
- a. rental fee of two hundred dollars (\$200.00) per year.
  - b. ownership and use shall remain vested in the employee.
  - c. the employee shall furnish tools of less than 1 inch.
  - d. a pro rated termination fee schedule.
- 38.12. The Employer agrees to perform individual Personal Protective Equipment (PPE) Assessments for the employees in Facilities Support, Environmental Services, Engineering and Transportation, Laundry, and Dietary to determine the need for prescription safety glasses and. The assessment shall be completed by the New Hampshire Hospital Safety Officer in conjunction with the Joint Loss Management Committee. No later than two months after the approval of the Safety Officer's recommendation by the Joint Loss Management Committee the Employer shall provide:
- a. Up to \$250 for staff identified as requiring prescription safety glasses as determined by the PPE assessment and documented need from an eye specialist. The frequency of this payment shall not be more than annual.
- 38.13. All employees of Material Management shall work a 40 hour work week.
- 38.14. Food Service Worker – Work at Higher Rate: If a food service worker is required by the Chief Executive Officer or designee to work in a cook position, that employee will be compensated at the employee's regular rate unless the rate of the position assigned is higher, in which case the employee receives the higher rate, step for step, for actual hours worked in that position.
- 38.15. The 20% temporary wage enhancements put into effect for full and part-time Mental Health Workers shall be made permanent and shall be incorporated into a salary schedule, which shall be included in Appendix A of this agreement.

38.16 The 15% temporary wage enhancements put into effect for full and part-time Nursing Staff shall be made permanent and shall be incorporated into a salary schedule, which shall be included in Appendix A of this agreement.

38.17. Occupational Therapists, Supervisors and Administrators:

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

*(signatures on next page)*

Kelly A. Ayotte  
Kelly A. Ayotte, Governor  
State of New Hampshire

1/5/2015  
Date

Richard Gulla 12-18-25

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

Rich Lavers  
Commissioner  
New Hampshire Department of  
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