COLLECTIVE BARGAINING AGREEMENT

NEW HAMPSHIRE JUDICIAL BRANCH

&

THE STATE EMPLOYEES' ASSOCIATION OF NH, SEIU LOCAL 1984

FY 24 – 27 AGREEMENT

TENTATIVELY AGREED
JUNE 9, 2023

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JUNE 30, 2023

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I. INTRODUCTION

A. RECOGNITION AND UNIT DESCRIPTION

i. **Recognition:** The Employer recognizes the Association that shall serve as exclusive representative of all employees in the following bargaining units: a unit consisting of all full-time and part-time Court Operations Specialists, Senior Court Operations Specialists, Court Operations Supervisors, Case Managers, Information Center Representatives I, Information Center Representatives II, Information Center Specialists, Domestic Violence Registry Assistants, Electronic Filing Customer Service Coordinators, Superior Court Electronic Filing Center Coordinators, and a unit consisting of Court Monitors/Operations Specialists. The Association recognizes the responsibility of representing the interest of all employees in the units without discrimination for the purpose as set forth in this Agreement. Attached hereto as Appendices N and O are the certifications from the Public Employee Labor Relations Board of the respective bargaining units. Appendix N consists of the initial certification and three subsequent modifications. The parties agree that upon creation of a new position title, the Employer will notify the SEA for the purpose of discussion concerning the appropriateness of the inclusion of the position title in the bargaining unit.

ii. **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 units, 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 units.

iii. **Association:** Reference to the "Association" as exclusive representative of the employees, means the state organization of SEIU Local 1984 the State Employees' Association of New Hampshire, Inc., 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, Inc., as appropriate under the authority of RSA 273-A.

iv. **Equal Application:** The provisions of this Agreement shall be applied equally to all employees in the bargaining units in accordance with state and federal law.

B. NOTICES

i. **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.

ii. **Notice to AOC:** Whenever written legal notice is required to be given by the Association to the Employer, such notice shall be given to the Director, Administrative Office of the Courts, One Granite Place, Suite N400, Concord, New Hampshire.

C. DEFINITIONS

As used in this collective bargaining agreement, the following terms shall have the following meanings:

C. DEFINITIONS

As used in this collective bargaining agreement, the following terms shall have the following meanings:

i. **Administrative Authority:** For court monitors/operations specialists, the Administrative Authority shall be defined as follows: The administrative authority shall be the clerk who will have the responsibility for the overall supervision of the court monitor/operations specialist under his or her direction. When a court monitor/operations specialist is assigned to a particular courthouse on a regular work basis, the administrative authority shall be the clerk of that courthouse. When a court monitor/operations specialist is housed in a particular courthouse, but not assigned there on a regular work basis, the overall administrative authority shall be the administrative judge of that level of court or his or her designee; however, the clerk of the courthouse where the court monitor/operations specialist is assigned to work has the daily administrative responsibility over the court monitor/operations specialist while assigned to his or her court.

For all employees other than court monitor/operations specialist, the Administrative Authority shall be the clerk who will have the responsibility for the overall supervision of the employee under his or her direction. Such authority is subject to the supervisory authority of the chief justice of the Supreme Court and respective administrative judges, supervisory judges, or as limited by statute or rule. The clerk of a court shall also have the responsibility to coordinate the administration of a court and serve as the primary contact between that court and the administrative office of the courts.

For all employees, the authority given to the Administrative Authority in the article on Disciplinary or Adverse Action may be exercised by the Administrative Judge who supervises the Administrative Authority or by the designee of the Administrative Judge, which designee shall not be a unit member.

ii. **Administrative/Non-Exempt Employees:** Employees grandfathered by the memorandum of agreement between the Judicial Branch and the State Employees Association dated March 22, 2023 and attached as Appendix Q.

iii. **Administrative Judge:** Position established by New Hampshire Supreme Court Rule 54 for the Superior and Circuit Courts.

iv. **Adverse Action:** Action taken in response to an employee's conduct or poor job performance. Adverse action adversely affects the current pay or status of the employee, and may include suspension with or without pay, demotion or discharge.

v. **Anniversary Date:** The first day of an employee's employment in the Judicial Branch, based on the employee's most recent hire or rehire with the Judicial Branch.

vi. **Class:** A group of positions sufficiently similar in duties, authority and responsibilities that they use the same descriptive title, qualifications and salary range.

vii. **Classification:** The assignment of a position to a particular class.

viii. **Classification Plan:** The aggregate of writings which establish the qualifications and duties for each position or class of positions, and which allocate each position to a class.

ix. **Demotion:** Changing an employee from one classification to a lower classification.

x. **Director:** Director means the director of the administrative office of the courts.

xi. **Disciplinary Action:** Disciplinary action is a written warning or written reprimand which is taken to correct and improve an employee's job performance and which does not affect the employee's current pay or status.

xii. **Discharge:** Involuntary termination of an employee for disciplinary reasons.

xiii. **Essential Function:** Job task which an employee must be able to perform, with or without a reasonable accommodation.

xiv. **Exempt Employees:** Employees who are ineligible for overtime under the wage and hour laws.

xv. **Full-time Employees:** Employees regularly scheduled to work 37.5 hours per week.

xvi. **Home Court:** The judicial branch site to which the employee is assigned upon hiring or is permanently assigned thereafter.

xvii. **Increment Date:** The date on which an employee's salary may be advanced from one step to the next in the labor grade established for the position. Due to the salary matrix changes in effect as of July 1, 2017 or July 1, 2019, some employees may have a default increment date of July 1st. For those employees, future increments shall be on July 1st.

xviii. **Job Description:** The official written description of a class of work which defines the position, lists the typical tasks and essential functions of the position, and outlines the training, education and experience standards for the position.

xix. **Labor grade:** One of the official ranges of pay at which a class of positions in the Judicial Branch is paid.

xx. **Non-Exempt Employee:** Employee who is eligible for overtime compensation under wage and hour laws.

xxi. **Overtime:** The time an employee is directed or permitted to work in excess of 37.5 hours in the employee's established 7-day work period.

xxii. **Overtime Pay:** Compensation paid to non-exempt/non-administrative employees in addition to the normal salary for hours worked in excess of a 37.5-hour work week.

xxiii. **Partisan:** Affiliated with a specific political party or issue.

xxiv. **Part-Time Employees**: Employees regularly scheduled to work less than 37.5 hours in a 7 day period.

xxv. **Payroll or "Pay" Status:** Status of an employee who is either actually working or on approved paid leave.

xxvi. **Performance Evaluation:** The formal evaluation of an employee's performance in order that strengths and weaknesses may be evaluated and future performance improved.

xxvii. **Performance Improvement Plan:** A plan presented to an employee when an employee's performance is determined to be less than satisfactory.

xxviii. **Principal Place of Business:** The judicial branch site to which the employee most often reports for work. Some employees may not have a "principal place of business."

xxix. **Probationary Employee**: A newly hired or promoted employee serving in a period of probationary status.

xxx. **Probationary Period:** A defined work period during which an employee is required to demonstrate fitness to perform the duties of the class of positions to which the person is appointed by actual performance of those duties.

xxxi. **Probationary Status:** The employment status of an employee during the probationary period; a status wherein an employee is entitled to less than the full rights available to an employee under the collective bargaining agreement.

xxxii. **Promotion:** Changing an employee from one labor grade to a higher labor grade in a position with additional responsibility.

xxxiii. **Reclassification:** The reassignment of a position from one job class to another job class.

xxxiv. **Regular employee:** An employee who has successfully completed a probationary period in a position and whose continued employment in that position has been confirmed by the Administrative Authority.

xxxv. **Rehire:** Employment of a former NH Judicial Branch employee. A rehired employee is subject to a probationary period.

xxxvi. **Reinstate:** Restore a former employee into the same classification labor grade, and step the employee was assigned at the date of separation and who was in good standing. A reinstated employee is not subject to a probationary period. To be considered a reinstatement, the employee must be reinstated within 3 years after separation.

xxxvii. **Salary:** An employee's annual salary for the employee's labor grade and step as shown in Appendix B-1.

xxxviii. **Salary Matrix:** A chart posted on the Judicial Branch's intranet site that set out the Judicial Branch labor grades, steps and related salaries.

xxxix. **Seniority:** Seniority shall be calculated as the amount of time of state service an employee has to his or her credit. As such, it shall equal the time an employee has to his or her credit for the calculation of longevity compensation and shall specifically include court service rendered before January 1, 1984.

xl. **Spouse:** Husband or wife as defined or recognized under New Hampshire law for the purposes of marriage.

xli. **Suspension:** Temporary separation from employment without change in employment status; may be with or without pay.

xlii. **Terminal Pay:** Three (3) days' pay, or the pro rata fraction thereof, received upon cessation of employment in a Judicial Branch administrative position, for each year or fraction thereof, of full-time administrative service by administrative/exempt and grandfathered administrative/nonexempt employees. Eligible grandfathered administrative/non-exempt employees will be paid terminal pay based only on the years of service in an administrative position for which they have not already received terminal pay. Full-time administrative/exempt employees and full-time grandfathered administrative/non-exempt employees who terminate employment with less than 1 year of service are not eligible for terminal pay. For employees who transferred to state service on January 1, 1984, terminal pay begins with that transfer.

xliii. **Termination:** The separation of an employee from Judicial Branch employment by resignation, retirement, layoff, discharge or death.

xliv. **Transfer:** Any change of position or job classification to another position or job classification. A transfer may also refer to a change to another court or to or from a state agency.

II. UNION MEMBERSHIP

A. ASSOCIATION RIGHTS

i. **Bulletin Boards:** The Employer shall furnish reasonable space on bulletin boards in court locations where employees are assigned 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 that are obscene, defamatory, or impair the operation of the court; or which constitute partisan, political campaign material.

ii. **Member and Employee Reports:** The Employer agrees to provide payroll deduction information to the Association by electronic mail or other mutually agreed 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 unit employees, the names and business addresses of all regular unit employees, and unit employees who have terminated state service at least monthly by electronic mail, or other mutually agreed format. These reports shall include, at least, the following: The employee's name; home address (for Association members only); payroll number; labor grade and step; salary schedule; business address; job classification; and date of employment.

iii. **Association Business:** Employees shall conduct the internal business of the Association during their non-duty hours.

iv. **Email Use:** Association chapters may utilize the Employer's electronic mail system(s) and such other systems as may be agreed upon for the duration of this Agreement for internal Association business, provided that said mailings are clearly identified as the property of the Association.

v. **Use of Facilities:** Association committees or chapters 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:

1. Such Employer facilities are available and their use for such meetings would not conflict with the Employer's business.
2. Such approval shall be subject to such other reasonable conditions as may be imposed by the Employer.
3. Such approval, if given, will be limited to members of the committee, full and part-time bargaining unit employees, Association staff members, and guests.
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.

vi. **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 administrative judge or his/her designee stating the reason(s) for such visitations. Permission shall not be unreasonably denied.

vii. **Administrative Leave:** SEA officials shall be allowed a cumulative total of thirty (30) 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 official for each such request. All requests shall be submitted to, and approved by, the Human Resources Manager for timely notification to the Employer that the leave has been approved and shall be awarded.

viii. **Union Leave:** The Employer shall grant five (5) working days of union 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 60-days notice of the dates for this leave and the names of the elected representatives.

ix. **Preparation Time:** The employer shall approve reasonable preparation time for up to six (6) members of the Association's contract bargaining team without loss of time or pay.

x. **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.

xi. **Board of Directors Leave:** The Employer shall authorize up to forty-eight hours per year per person 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.

xii. **Employee Orientation:** Unit orientation programs and/or orientation handbooks shall inform new unit employees that the unit is a bargaining unit represented by the State Employees Association of New Hampshire, Inc. The Employer agrees to distribute informational packets provided by the Association to new unit employees. The Association shall be allowed to make a presentation, consistent with other vendor presentations, at group orientation programs offered by the Employer for unit members. The presentation may be up to one half hour in duration and shall be conducted by an Association staff person or his/her designee. If no group orientation program exists in the unit, the Association staff person shall have access to all new unit employees for up to one half hour at the convenience of the Employer and the new unit employee will be required to attend said meeting.

xiii. **President's Leave:** The Employer shall authorize one leave of absence with pay for each President of the Association. If the Association elects to have the President take the leave of absence with pay, he/she shall do so for a two-year period beginning four (4) weeks after written notice. The Employer may authorize additional leaves of absence beyond the initial leave of absence for a President. 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 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.

B. ASSOCIATION REPRESENTATION

i. **Stewards:** The Employer agrees to recognize at least ten (10) Stewards and four (4) alternates duly authorized by the Association. The selection of Stewards shall be equitably allocated among the various trial courts and court locations.

ii. **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 Branch and keep the list current.

iii. **Use of Work Time:** The Employer shall authorize a reasonable amount of time during the regular working hours without loss of time or pay, to permit the Steward to carry out their responsibilities in accordance with the provisions of this Agreement. The Employer agrees to use reasonable efforts to provide a confidential space for Stewards/employees to discuss union business. The Association agrees that it shall guard against the use of excessive time in handling such responsibilities. Each Steward, before leaving his/her assigned work area to transact appropriate Association business, shall first obtain the consent (which consent shall not be unreasonably withheld) of his/her Administrative Authority; upon entering a work area, other than his/her own, the Steward shall first advise the appropriate Administrative Authority of his/her presence and specify the name(s) of the employee(s) to be contacted.

iv. **Training:** The Employer agrees to authorize up to three (3) days off per year, without loss of time or pay for up to five (5) Steward(s) to attend an Association training program. The Association and the Employer shall attempt to distribute the geographic locations of stewards to maximize the availability of the stewards. The Association shall notify the Employer as soon as possible but not less than twenty (20) work days in advance of such proposed training program. The Association agrees to receive input from the Employer about potential topics for steward training.

v. **Incur No Expense:** The Employer will not bear any expense, other than with respect to the Steward's time involved during regular duty hours and travel expenses, for the functions of any Steward. Stewards shall submit travel expenses for their functions as Stewards to the Human Resources Manager. The Association shall reimburse the Employer for any other expense to the state incurred as a result of the Steward's function.

vi. **Steward/Branch Meetings:** The Chief Justice of the Superior Court, or Administrative Judge of the Circuit Court or their respective designees shall meet with steward(s) upon written notice from the Association, including the purpose of the requested meeting. Such meetings will be held within ten (10) working days from the request date, unless it is mutually agreed to extend the time frame.

vii. **Representation of Employees:** With the exception of newly-appointed or re-appointed employees during their probationary period, 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. All parties shall be given at least 24-hour notice of such meetings except in extraordinary circumstances. The employee will be given specific notice regarding the matters being investigated prior to the meeting. 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.

viii. **"Disciplinary action"** means action resulting in a written reprimand, a suspension, a demotion or a dismissal.

ix. **Negotiations**: The SEA will have up to six (6) bargaining unit representatives/negotiators present at each negotiation session, one of which will be from the court monitor/operations specialist bargaining unit. In addition to the bargaining unit representatives/negotiators, the SEA may appoint two (2) alternatives. If in a particular circumstance the Administrative Judge concludes that the presence of a union bargaining team member at negotiation on a particular day would adversely affect the operation of a court, another member would be substituted. Negotiations, preparation and debriefing shall take place during the negotiators' regular duty hours, with a lunch period if more than four hours. The date, time, and place shall be mutually agreed upon by the SEA and NHJB negotiating teams.

C. DUES CHECK-OFF

i. **Payroll Deduction:** The Association shall be entitled to have payroll deductions for membership dues and agency fee payments from its members and non-members.

ii. **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. The Association shall be entitled to have payroll deductions for agency fee payments from any new employees that indicate in writing that he/she wishes such fee payments to be made.

iii. **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 Human Resources Manager, Administrative Office of the Courts, 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.

iv. To the extent that action is necessary by the Employer to implement the dues deductions and agency fee payments, the Employer shall make reasonable effort to insure that the payroll deductions are put into effect as soon as practicable.

v. **Maintenance of Membership:** 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, P.O. Box 3301, Concord, NH 03301-3303.

D. CONSULTATION

i. **Obligation to Meet:** The Parties recognize their mutual obligation to meet and confer regarding problems arising out of the employment relationship.

ii. **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.

iii. **Requests:** Either Party in writing, stating the reason for the meeting and the agenda or topic of consultation, shall request a Consultation. Consultation requests by the Association shall be made to the Director, or his/her designee. Consultation requests by the Employer shall be made to the President of the Association or his/her designee.

iv. **Meetings:** A mutually agreeable meeting date shall be established providing that such date shall be within fifteen (15) workdays of receipt of the written notice. The time limit may be extended by agreement.

v. **Attendees:** An Association staff member shall represent the bargaining unit alone, or with not more than four (4) employees. The Association will 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 Human Resources Manager at the Administrative Office of the Courts will 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.

E. LABOR MANAGEMENT COMMITTEE

i. **Composition:** The Parties agree to establish a Labor Management Committee consisting of not more than five (5) representatives for each side. In addition, the chief negotiator and/or designee from each side may attend the meetings of the Committee.

ii. **Meetings:** The Committee shall meet on the second Friday of January, April, July, and October. To the extent possible each party will host on an alternating basis.

iii. **Purpose:** The purpose of the Committee shall be to ensure the application, clarification and administration of this Agreement. The Committee may resolve grievances presented to the Committee for review.

iv. **Safety Committee Subgroup:** The Parties agree that within the Labor Management Committee there shall be a "Safety" subgroup consisting of up to three representatives from each side (with at least one member from each side to be from the Circuit Court and one member from each side to be from the Superior Court). The purpose of the

committee will be to identify and address issues related to health protection and safety education. The Committee shall meet in January and July for one hour prior to the regular Labor Management Committee meeting.

III. MANAGEMENT

A. MANAGEMENT PREROGATIVES AND RIGHTS

i. **Rights Retained:** The judicial branch 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:

1. Directing and supervising employees;
2. Appointing, promoting, transferring, assigning, demoting, suspending, and discharging employees;
3. Laying off unnecessary employees due to lack of work, for budgetary reasons, or for other like considerations;
4. Maintaining the efficiency of governmental operations;
5. Determining the means, methods and personnel by which such operations are to be conducted;
6. Taking whatever actions may be necessary to carry out the mission of the judicial branch in situations of emergency, the determination of such situations to be the prerogative of the judicial branch.

ii. **"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 judicial branch, the employee or the general public.

IV. EMPLOYMENT

A. BASIC WORK WEEK

i. **Basic Work Week:** The basic work week for every full-time employee in the judicial branch shall be thirty seven and one half (37 ½) hours per week. The basic work week for every part-time employee in the judicial branch shall be fewer than thirty-seven and one half (37 ½) hours per pay week. No full-time employee shall be converted to a part-time employee without the employee's consent.

ii. **Normal Work Day:**

1. **Full-Time Employees**: For existing full-time employees, the normal work day shall consist of 7.5 hours per day with work normally performed between the hours of 7:30 a.m. to 5:00 p.m. Monday through Friday; however, the normal work day may be adjusted as the needs of the court require and as otherwise provided in this agreement. If the needs of the court require extension of the normal work day, the needs of the employee shall be taken into consideration. For non-administrative/nonexempt employees, overtime, either paid or

compensatory time off, shall be provided to the employee for hours worked in excess of 37.5 hours in a week. Eligible employees shall be entitled to overtime at straight time rate for the first 2.5 hours worked over 37.5 hours and at the rate of one and one-half times the hours worked over 40 hours.

2. No full-time employee in place as of the date of this contract ratification shall be required to shift their hours outside the hours of 7:30 a.m. to 5:00 p.m., but rather, any changes to work hours outside those hours would be by mutual agreement.
3. For full-time employees with starting dates on or after the date of this contract ratification, the normal work day shall consist of the hours advertised in the position posting. The hours to be posted for full-time employees will be 37.5 hours per week; however, the normal work day may be adjusted as the needs of the court require and as otherwise provided in this agreement. If the needs of the court require extension of the normal work day, the needs of the employee shall be taken into consideration. For non-administrative/nonexempt employees, overtime, either paid or compensatory time off, shall be provided to the employee for hours worked in excess of 37.5 hours in a week. Eligible employees shall be entitled to overtime at straight time rate for the first 2.5 hours worked over 37.5 hours and at the rate of one and one-half times the hours worked over 40 hours.
4. No full-time employee shall be required to shift work hours outside the hours posted for the position, except by mutual agreement or on 90 day notice, during which the Judicial Branch will negotiate said change in hours with the SEA.
5. **Part-Time Employees:** The normal work day shall consist of any number of hours up to 7.5 hours per day provided the hours per pay week are not equal to or greater than 37.5.
6. For part time employees work will normally be performed between the hours of 7:30 a.m. to 5:00 p.m. Monday through Friday.
7. For part time employees, the hours will be fewer than 37.5 hours per week and will be as advertised in the position postings.
8. No part-time employee shall be required to shift their work hours outside the hours posted for the position, except by mutual agreement or on 90 day notice, during which the Judicial Branch will negotiate said change in hours with the SEA.

iii. **Breaks for Court Monitors/Operations Specialists:** No reduction shall be made from the basic work day for rest periods of fifteen (15) minutes after approximately 90 to 105 minutes in the courtroom on any keyboard, including digital/Sony note taking, computer/typewriter, and/or mouse, or major fraction thereof. Such rest periods are required and shall be taken in such a manner that the normal delivery of services will not be interrupted. While performing duties outside of the courtroom a court monitor/operations specialist shall be subject to breaks as outlined in the "Breaks for All Other Employees" section.

iv. **Breaks for All Other Employees:** The Judicial Branch recognizes that court employees need an occasional break period during the work day and encourages the respective

Administrative Authority to address this need by providing break periods when appropriate.

1. Generally, break periods should occur approximately halfway between the start of the shift and the end of the shift if the shift is five (5) hours or fewer; or between the start/end of the shift and the meal period if the shift is more than five (5) hours.
2. Break periods shall last not more than a total of fifteen (15) minutes in the morning, fifteen (15) minutes in the afternoon, and/or fifteen (15) minutes in the evening. Part-time employees should receive break periods totaling fifteen (15) minutes for each work period of more than 3 hours.
3. Break periods shall not extend the meal period, shorten or extend the work day, or be taken consecutively if more than one break period is due. Break periods are to be taken in such a manner that the normal delivery of services will not be interrupted.

v. **Meal Periods:** All employees working more than five (5) hours per work shift shall receive a meal period of not less than one half hour nor more than one hour. Such meal periods shall not be considered working time.

B. BI-WEEKLY PAY PERIOD

i. All employees shall be routinely paid on every other Friday as is the state practice.

ii. Pay periods shall commence on a Friday and extend 14 days in length through and including the second Thursday after the beginning of the pay period.

iii. All employees became part of the payroll system by having the state withhold no more than the first two weeks of pay. Compensation shall continue on a biweekly basis based upon hours worked and paid two weeks in arrears, except for employees who became part of the unified court system on January 1, 1984, and are not paid two weeks in arrears.

C. PROBATIONARY OR TRAINING PERIOD

i. **Probationary Period – newly-appointed or re-appointed employees.** Any newly-appointed or re-appointed employee shall serve a six-month probationary period in the position to which he or she is appointed or re-appointed. A newly-appointed or re-appointed employee is not eligible to apply for any vacant Judicial Branch position while in probationary status, unless approved by the employee's current Administrative Authority. A reappointed employee shall not include an employee recalled under the Layoff article of the Agreement provided that the recalled employee completed a probationary period.

1. Any newly-appointed or re-appointed employee on probationary status may be dismissed or demoted by the Administrative Authority, the respective Administrative Judge, or the Director, if applicable to employees under his or her authority, at any time.
2. Dismissal or demotion of a newly-appointed or re-appointed probationary employee by the Administrative Authority, the respective Administrative Judge, or the Director, if applicable, shall be in writing and shall be final. The

Administrative Authority, the respective Administrative Judge, or the Director, if applicable to employees under his or her authority, does not need to give a reason for such a dismissal or demotion.

ii. **Probationary Period – promoted or demoted employees or an employee recalled or hired to a materially different position.** Any promoted or demoted employee or an employee recalled or hired to a materially different position shall serve a three month probationary period in the position to which he or she is promoted or demoted or recalled or hired.

1. No annual increment shall be approved while such employee is in probationary status. Upon successful completion of the probationary period in the new position, the annual increment that the employee would have been entitled to receive shall be paid.
2. This Agreement shall apply during the probationary period of such employee except that the Judicial Branch may determine in its sole discretion that the employee is not an appropriate fit for the position.
3. A promoted employee may return to his or her previous position or to a similar vacant position at any time during the probationary period if such a position is available. A position shall be considered available if it has been posted and not filled by or offered to and accepted by an applicant within five working days of the offer.

iii. **Extension of Probationary Period.** At any time prior to the completion of the probationary period, the Administrative Authority may extend the probationary period of an employee in a probationary status one time, for an additional maximum of three months.

1. The Director and employee shall be notified in writing of the reasons for the extension of a probationary period and the length of the extension period.
2. Any interruption of service during the probationary period shall not be counted toward accumulation of time required to satisfy the probationary period.

iv. **Waiver of Qualifications.** Any employee who is hired by the Judicial Branch and who lacks some necessary entry level requirements may be placed in a training status for a period not to exceed 12 months. Hiring employees who need to be placed in a training status should only occur where there are no qualified applicants or the position is being filled by a reclassified Judicial Branch employee. Positions for which a training period is established shall be downgraded in labor grade for the term of the training period. The amount of downgrading shall be determined by the Administrative Authority and the Director.

D. TRAINING

i. **Initial Court Monitor/Operations Specialist Training:**

1. All newly hired court monitor/operations specialists shall be assigned by the Administrative Judge or designee to an experienced court monitor/operations specialist for an introductory period of at least five (5) days to train on the in-court aspects of the court monitor/operations specialist position. Dependent upon workload of the trainer, the newly hired court monitor/operations

specialist may be assigned to more than one experienced court monitor/operations specialist for training. At the completion of the in-court training, the trainer(s) shall provide a written report of the training provided and an assessment as to whether the new employee has sufficiently gained the expertise necessary to allow the new employee to go into the courtroom alone. Should the new court monitor/operations specialist not be ready for courtroom duty, the Administrative Judge shall assign additional training. The experienced court monitor/operations specialist shall train the new employee on all aspects necessary to take the record in the courtroom.

2. The Administrative Judge or designee shall assign the new court monitor/operations specialist to a court location or locations for at least five (5) days of case processing training, except for new court monitor/operations specialists who have case processing experience. Upon completion of the case processing training, the clerk of the assigned court(s) shall provide the Administrative Judge with a written assessment of the training and any recommendations for additional training.
3. The Administrative Judge or designee shall determine the order of the in-court and case processing training segments depending upon the strengths/needs of the new court monitor/operations specialist and the availability of suitable trainers.

ii. **Annual Court monitor/operations specialist Training:**

1. Subject to available funds, annual continuing education classes shall be provided to all court monitor/operations specialists on work skills needed to perform their job sufficiently including, but not limited to, the Judicial Conduct Code.

iii. **Training for All Employees:**

1. Training for new employees who are hired for the first time into the judicial branch shall be a minimum of three (3) days in length which includes up to two (2) days of training from Human Resources, and up to two (2) days of training on the judicial branch's case management system.
2. New Employees: Unless timing is altered by agreement with the SEA, prior to reporting to their home court location, all newly-hired employees from outside the judicial branch shall participate in a mandatory, initial one-day training at the Administrative Office of the Courts, the Trial Court Center, or other appropriate training facility. Topics for the initial training will include, but not be limited to, an introduction to the judicial branch case management system, case file sharing, file access issues, ethics, confidentiality and privacy, an overview of information technology policies and processes, information about benefits and payroll, and information about the judicial branch Personnel Rules, federal and state policies, and this Collective Bargaining Agreement.
3. New employees shall receive information on the following topics on days two and three of their initial training:
    a. Introduction to the New Hampshire Judicial Branch
    b. Anti-Discrimination Policy and Procedure

c. Anti-Fraternization Policy
d. Americans with Disabilities Act
e. Collective Bargaining Agreement
f. Equal Employment Opportunity Policy
g. JIBB
h. Other topics as identified by the New Hampshire Judicial Branch

These trainings will normally occur within an employee's first three months of employment and will either be in person or by remote technology.

4. Ongoing Training: In-person, video, online, or telephonic training events shall be held on the following topics as resources allow: Customer Service; Court Rules, Policies, and Forms; Electronic Filing and Electronic Case Processing; Computer Training; Ethics in the Judicial Branch Workplace; Benefits Update; Other Topics as Circumstances Warrant, including specific Case Processing Training Modules for the Superior Court and Circuit Court. The parties agree to discuss Case Processing Training Modules for the Superior Court and Circuit Court through the Labor Management Committee.

iv. Training for employees who transfer from one trial court to another shall be on an as needed basis to meet the needs of the transferring employee and the new assigned court.

v. **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 will be reimbursed for expenses incidental to such training.

vi. **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.

vii. **Training Responsibility:** The administrative authority of an employee who is assigned any training responsibility will consider workload as it may be affected by those training responsibilities.

E. DUTIES AND RESPONSIBILITIES

The duties and responsibilities of all employees shall be contained in job descriptions which as of the date of execution of this agreement are attached as Appendices as follows:

i. Court Operations Specialist – Appendix C
ii. Court Operations Specialist – Appendix D
iii. Senior Court Operations Specialist – Appendix E
iv. Court Operations Supervisor – Appendix F
v. Courtroom Clerk – Appendix G
vi. Case Manager – Appendix H
vii. Service Center Coordinator – Appendix I
viii. Information Center Representative I – Appendix J
ix. Information Center Representative II – Appendix K
x. Information Center Specialist – Appendix L
xi. e-Filing Customer Service Coordinator – Appendix M
xii. Superior Court e-Filing Center Coordinator – Appendix N

xiii. Domestic Violence Registry Assistant – Appendix O

No employee shall be required to perform any duties not contained within the job descriptions or substantially related to the described job duties.

F. RECLASSIFICATIONS

Employees shall have the right to request reclassification of their position in accordance with Rule 13 of the State of New Hampshire, Judicial Branch Personnel Rules (dated March 4, 1996), except that the time for action on such requests in Rule 13 (D) shall be 120 days for a request involving an individual position and 150 days for a request involving several positions. If the granting of a reclassification request is beyond the 120 or 150 days, as the case may be, the reclassification shall be retroactive to the 120th or the 150th day.

G. PERFORMANCE EVALUATION

i. A formal written evaluation of each employee shall be completed for all employees. This annual performance evaluation serves two purposes:
   1. To analyze the employee's performance during the past year, to identify strengths and weaknesses, and to compare such performance to previously set goals; and
   2. To establish performance goals for the following year, to determine the steps necessary to achieve them, and to identify the standards on which the employee's job performance will be rated.

ii. Annual performance evaluations shall be considered in determining increments, promotions, demotions, and dismissals. Probationary evaluations excepted, written annual evaluations shall be completed prior to the employee's anniversary date, in a manner prescribed by the Director. In the event that an evaluation is not completed prior to an employee's anniversary date or the applicable date for consideration of an increment, any increment for which the employee is otherwise eligible shall not be withheld. The performance evaluation may still be completed.

iii. The annual evaluation of each employee shall be made by the employee's immediate supervisor, by the Administrative Authority, or by another qualified person designated by the Administrative Authority. A qualified person is one who is in a more senior position to the employee, and familiar with the employee's position and performance. For court monitor/operations specialists, the performance evaluation shall be conducted in consultation with any or all of the judges with whom court monitor/operations specialist works. If a court monitors' performance evaluation is less than satisfactory, it will include a list of individuals whose input was considered in the development of the evaluation.

iv. The Administrative Authority shall review each performance evaluation and approve, disapprove or modify each evaluation.

v. The employee, the evaluator, and the Administrative Authority or designee, shall sign the evaluation form. The employee's signature shall indicate only that the employee has seen the evaluation, not necessarily that the employee agrees with the content.

vi. Any modifications made after the employee's signature is affixed must be read and initialed by the employee to indicate the employee's awareness of the modifications.

vii. A copy of the entire performance evaluation, including the signature page, shall be forwarded to Human Resources Department to be maintained in the employee's personnel file A copy shall be provided to the employee.

viii. An employee who receives a performance evaluation indicating at least satisfactory overall job performance shall receive an increment, if eligible, based upon this collective bargaining agreement.

ix. An employee who receives a written evaluation indicating less than satisfactory performance shall not immediately receive an increment, if eligible, based upon this collective bargaining agreement. The employee may receive a written Performance Improvement Plan, in which case, the employee's status and performance shall be reviewed for a period not to exceed 90 calendar days with a written evaluation of performance at the end of each 30-day period. If at any time after initial notice the employee's performance continues to be unsatisfactory, the employee may be subject to disciplinary action.

x. At the end of the review period, if the employee's overall job performance is evaluated as at least satisfactory, an increment will be granted prospectively if the employee is eligible for an increment based upon this collective bargaining agreement.

xi. If the employee's overall job performance is still evaluated as less than satisfactory, the question of receiving an increment shall not be reconsidered for the current review period.

xii. In addition to the annual evaluation, a written evaluation of an employee's performance may be initiated by the Administrative Authority at any time during the year. The employee may receive a written Performance Improvement Plan, in which case, the employee's status and performance shall be reviewed for a period not to exceed 90 calendar days with a written evaluation of performance at the end of each 30-day period. If at any time after initial notice the employee's performance continues to be unsatisfactory, the employee may be subject to disciplinary action.

xiii. If, at the end of the review period, the overall evaluation continues to be unsatisfactory, the employee may be subject to disciplinary or adverse action.

xiv. In the event an employee is due for an annual performance evaluation when a Performance Improvement Plan is in effect, the annual performance evaluation shall be completed upon the completion of the Performance Improvement Plan.

H. ASSIGNMENT/REASSIGNMENT/RELOCATION

For the purposes of this article only, court monitor/operations specialist assignments shall be divided into divisions. These divisions shall be designated superior court division; circuit court division; and travel division. For purposes of this article, the court monitor/operations specialist previously employed by the probate court and now employed by the circuit court shall be considered a part of the circuit court division. Sections I-IV shall apply to court monitor/operations specialists only.

i. **Initial Assignment:** Upon hire all court monitor/operations specialists will be given a designation to a home court and a division. All court monitors/operations specialists shall

maintain their current home court and division assignment except as explicitly provided herein.

ii. **Assignments Within Home Court:** Court monitors/operations specialists within the travel division are assigned to a home court. These individuals are hired with the expectation that a substantial portion of their assignments will be in courts other than their home court. These individuals will receive their assignments from the Administrative Judge of the assigning court and/or his/her designee. Court monitors/operations specialists in the travel division will get their assignments with as much notice as possible. Superior court and circuit court assignments within the home court are initially at the discretion of the Administrative Judge or designee, subject to the daily direction of the clerk. That discretion shall not be exercised in an unreasonable fashion or in contravention of this agreement.

iii. **Assignments Outside of Home Court:** Court monitor/operations specialists in the travel division are utilized as the primary individuals for outside home court assignments; however, other court monitor/operations specialists may be used for such assignments at the convenience of the court. Convenience of the court shall include, but not be limited to, reduced expenses, compatibility of judicial officer and court monitor/operations specialist, training on the equipment to be used, and experience in the procedures of the court. In making all outside home court assignments, the Administrative Judge or designee shall consider the distance to be traveled by the court monitor/operations specialist and any relevant family and other personal issues of the court monitor/operations specialist being considered for the assignment. All assignments are at the discretion of the Administrative Judge. That discretion shall not be exercised in an unreasonable fashion or in contravention of this agreement.

1. If a court monitor/operations specialist in the superior court division remains without a regular assignment for more than three months, a court monitor/operations specialist from the home court in question shall be assigned to the travel division. In the first instance, volunteers from among the court monitor/operations specialists at that home court shall be sought. If no volunteers come forward, the court monitor/operations specialist at that home court location with the least seniority shall be assigned to the travel division. If the court monitor/operations specialist at that home court location with the least seniority does not wish to be assigned to the travel division, that court monitor/operations specialist may elect to be laid off. Such layoffs will entitle the court monitor/operations specialist to the benefits of the contract as to layoff. In such layoffs, the court agrees to cite the official reason for the layoff as being "lack of work" within the facility.
2. If a home court location needs to increase the number of assigned court monitor/operations specialists, first preference shall be given to a court monitor/operations specialist in the travel division who previously worked in that home court location but who was assigned to the travel division in accordance with the terms of the preceding paragraph. Second preference shall be given to court monitor/operations specialists in the travel division with the most seniority.

3. Any court monitor/operations specialist being reassigned to a different division in accordance with the preceding paragraph shall be notified in writing at least twenty-one (21) days prior to such transfer.

iv. **Reassignment/Relocation to New Home Court:** Because reassignments/relocations to a new home court location may result in dramatic changes in a court monitor/operations specialist's life, reassignments/relocations to new home courts will not be done unless the interest of justice, fiscal circumstances, or necessary reduction in workforce so requires. When reassignment/relocation is necessary, the judicial branch will provide the court monitor/operations specialist as much notice as possible. To this end, the judicial branch will strive to give the court monitor/operations specialist at least 90 days' notice of any reassignment/relocation. In the event that the reassignment/relocation will be to a new home court that requires the court monitor/operations specialist to commute more than 50 miles from that court monitor/operations specialist's current residence or the former home court at the discretion of the employee, the court monitor/operations specialist may elect to be laid off. Such layoffs will entitle the court monitor/operations specialist to the benefits of the contract as to layoff, except for recall rights. In such layoffs, the court agrees to cite the official reason for the layoff as being "lack of work" within the facility.

v. **Other Employees:** All other employees shall be assigned a home court which shall be the judicial branch site to which the employee most often reports for work; however, employees may be called upon for temporary or permanent assignments to other courts.

1. In making all temporary outside home court assignments, the Administrative Judge or designee shall consider the distance to be traveled by the employee and any relevant family and other personal issues of the employee being considered for the assignment. All assignments are at the discretion of the Administrative Judge. That discretion shall not be exercised in an unreasonable fashion or in contravention of this agreement. The Administrative Judge or designee shall give the employee as much notice as possible of any temporary assignment.
2. Because reassignments/relocations to a new home court location may result in dramatic changes in an employee's life, reassignments/relocations to new home courts will not be done unless the interest of justice, fiscal circumstances, or necessary reduction in workforce so requires. In any reassignment/relocation, volunteers shall be sought, and accepted if qualified to perform the essential functions of the position, if the reassignment/relocation of the volunteer does not interrupt the objective business needs of the judicial branch, and if the factors listed below make the employee a good fit for the position. If no volunteer is selected for the reassignment/relocation, the judicial branch will consider, but not be limited to, the following factors in deciding to reassign/relocate an employee:

a. Commuting distance to the new home court;
b. Experience necessary at the new home court;
c. Impact of the employee's departure on the former home court;
d. Seniority of the employee;
e. Personal circumstances of the employee;
f. Qualifications of the employee; and
g. Allocation of resources to caseload

3. This subparagraph shall be retroactive to January 1, 2010. In the event that the reassignment/relocation involves the physical relocation of an employee's home court to a site more than fifteen miles from the prior home court, an employee so reassigned/relocated shall be entitled to four (4) hours of personal leave for every three (3) months that such reassignment/relocation is in effect up to a maximum of two years from the start of the reassignment/relocation. The following conditions shall apply to the use of such personal leave:
   a. must be taken in four hour increments;
   b. may accumulate up to eight hours;
   c. has no pay-out value;
   d. must be taken while the employee is reassigned/relocated or within thirty (30) days thereafter; and
   e. use must be approved by the Administrative Authority, which approval shall not be unreasonably withheld.
4. Reassignment/Relocation to New Home Court: Because reassignments/relocations to a new home court location may result in dramatic changes in an employee's life, reassignments/relocations to new home courts will not be done unless the interest of justice, fiscal circumstances, or necessary reduction in workforce so requires. When reassignment/relocation is necessary, the judicial branch will provide the employee as much notice as possible. To this end, the judicial branch will strive to give the employee at least 90 days' notice of any reassignment/relocation. In the event that the reassignment/relocation will be to a new home court that requires the employee to commute more than 50 miles from that employee's current residence or the former home court at the discretion of the employee, the employee may elect to be laid off. Such layoffs will entitle the employee to the benefits of the contract as to layoff, except for recall rights. In such layoffs, the court agrees to cite the official reason for the layoff as being "lack of work" within the facility.

vi. **Impact of NH e-Court Project and Other Innovations:** The parties agree that the NH e-Court Project and other innovations will result in reassignments/relocations of employees. A report on the progress of the NH e-Court Project and other innovations and a discussion of the impact of that progress on employees subject to this Agreement shall be a standing issue on the agenda of the Labor Management Committee, which shall meet at least every three months.

I. EMPLOYEE RECORDS AND RIGHTS

i. **Access to Personnel Files:** Employees shall be allowed access to their personnel files during normal working hours for inspection and/or copies of documents which will be provided by the Employer. Such inspection shall be made subject to prior arrangement with the Employer. Employees shall be entitled to a copy of their complete personnel file without charge.

ii. **Copies of Letters:** Employees shall be provided with a copy of any material concerning work performance, commendations or discipline that are placed in the personnel file within a reasonable time.

iii. **Employment Recommendations:** If requested, upon termination employees will be advised of any recommendation for rehire which has been made a part of that employee's record.

iv. **Location of Files:** Every employee shall be informed as to the existence and location of all personnel files. 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.

v. **Pay and Leave Records:** All records pertaining to time worked and leave earned and taken shall be maintained and be available for inspection at a designated area.

vi. **Disciplinary Investigations:** Employees shall be informed when a disciplinary investigation is complete and of the determination of said investigation.

vii. **Changes of Job Specifications:** Employees and the SEA shall be notified in writing of any substantive changes in his/her job specifications and duties as contained in their job descriptions upon receipt of said changes from the Administrative Office of the Courts, and/or from directives from the Administrative Judge or any of his/her designated representatives.

viii. **Privacy:** The Employer agrees to make every reasonable effort to counsel and/or reprimand employees in private and to limit discussion of any employee's problems by supervisors to essential parties.

J. RESIGNATION, ABANDONMENT, DEPARTING EMPLOYEES

i. An employee who wishes to resign shall submit a written letter of resignation to the Administrative Authority at least ten (10) working days prior to the effective date of the resignation. The Administrative Authority shall forward a copy of the resignation letter to the Administrative Judge and to the Director.

ii. An employee shall have the right to withdraw a resignation before the effective date only upon the recommendation of the Administrative Authority and the approval of the Administrative Judge. Recommendation of the withdrawal of a resignation by the Administrative Authority shall be immediately conveyed to the Administrative Judge. Approval of the withdrawal by the Administrative Judge shall be conveyed to the Director.

iii. An employee shall be deemed to have abandoned employment if absent from work for three consecutive working days without notifying the Administrative Authority of the reason for absence and receiving approval for the leave unless physically or mentally unable to do so. Such a termination shall be administered as a dismissal.

iv. The pay computation for an employee who **resigns** from the employ of the New Hampshire Judicial Branch shall be as follows:

1. A resigning employee shall be compensated for all unused accrued annual leave remaining to his/her credit up to a maximum of fifty (50) days.
2. All unused accrued sick leave shall lapse upon the resignation of an employee.
3. A resigning full-time administrative/exempt employee shall be compensated for terminal pay.

v. The pay computation for an employee who is **dismissed** from the employ of the New Hampshire Judicial Branch shall be as follows:

1. A dismissed employee shall be compensated for all unused accrued annual leave remaining to his/her credit up to a maximum of fifty (50) days.
2. All unused accrued sick leave days shall lapse upon dismissal of an employee.
3. A dismissed full-time administrative/exempt employee shall be compensated for terminal pay.

vi. The pay computation for an employee who **retires** from the employ of the New Hampshire Judicial Branch shall be as follows:

1. A retiring employee shall be compensated for all unused accrued annual leave remaining to his/her credit up to a maximum of fifty (50) days.
2. An employee retiring under the provisions of RSA 100-A, the New Hampshire Retirement System, shall be compensated for 50% of accumulated sick leave at the time of retirement not to exceed 60 days.
3. A retiring full-time administrative/exempt employee shall be compensated for terminal pay.

vii. The pay computation for an employee who **dies** while in the employ of the New Hampshire Judicial Branch shall be as follows:

1. A sum equal to the unused accrued annual leave remaining to the employee's credit, up to a maximum of fifty (50) days, shall be paid to the employee's estate.
2. A sum equal to the unused accrued sick leave remaining to the employee's credit shall be paid to the employee's estate.
3. The estate of a deceased full-time administrative/exempt employee shall be compensated for terminal pay.

K. REDUCTIONS IN HOURS

As provided in the Supreme Court order of March 22, 2010, any employee, who retires after the execution of this agreement at a time when the reductions in hours of work will impact the employee's pension, may utilize, at the employee's sole discretion, sick days to the extent available to replace the number of hours reduced. This election shall be made at time of retirement and applied retroactively by the Judicial Branch. The payment of sick days pursuant to this section shall be in addition to the number of sick days paid pursuant to the section of this Agreement on payments to retiring employees.

L. LAYOFFS

Employee layoffs may become necessary because of a general reduction in work force, a change in the organization, a decline in the workload, insufficient funding, a change in state law, or a change in federal requirements.

i. An employee who is laid off shall receive the following which shall be paid within thirty (30) days after the effective date of the layoff:

1. Compensation for all unused accrued annual leave remaining to his/her credit up to a maximum of fifty (50) days;
2. Compensation for 50% of accumulated sick leave to his/her credit not to exceed sixty (60) days; and
3. Compensation for terminal pay for full-time administrative/exempt employees.

ii. 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 three months 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. This provision shall expire on June 30, 2013.

iii. The Judicial Branch may seek employees in the bargaining unit who wish to volunteer to be laid off. Any employee electing a lay off shall be entitled to the benefits of the Layoff Provision except for the right to recall. In the event involuntary employee layoffs are initiated, for employees with less than seven (7) years of seniority the layoff will be conducted on the basis of seniority, for court monitor/operations specialists within the affected division as described in the article on assignment/reassignment/relocation, and for all other employees within each judicial branch group, including, but not limited to,
the Supreme Court full-time employees,
the AOC full-time employees,
the Superior Court full-time employees,
the Jury Center full-time employees,
the Superior Court Electronic Filing Center full-time employees,
the Circuit Court full-time employees,
the Circuit Court Electronic Filing Center full-time employees,
the Information Center full-time employees,
the Supreme Court part-time employees,
the AOC part-time employees,
the Superior Court part-time employees,
the Jury Center part-time employees,
the Superior Court Electronic Filing Center part-time employees,
the Circuit Court part-time employees,
the Circuit Court Electronic Filing Center part-time employees,
and the Information Center part-time employees.
An exception to the seniority rule within each judicial branch group may be made for court locations with fewer than three employees. In the event of a layoff, the affected

employees shall receive at least 21 days' notice. Any layoffs shall be equitably apportioned among judicial branch groups.

iv. However, in the event involuntary employee layoffs are continued beyond employees with seven (7) years or more of seniority, the layoff will be conducted on the basis of seniority with layoffs consisting of both part time and full time employees. The lists in the preceding paragraph shall be eliminated and there shall be only two seniority lists, one for the full time employees and another for the part time employees.

v. After the effective date of the layoff, the Judicial Branch shall post vacant bargaining unit positions in groups on the 1st and 15th of each month, or the first business day thereafter, as vacant bargaining unit positions are approved for external recruitment. The postings shall be placed on the JIBB, sent to all court sites, and sent by email to all laid off employees who have provided the Human Resources Manager with an email address. The Human Resources Manager will copy the SEA by email on all email postings. If a laid off employee does not have a personal email address, the laid off employee must notify the Human Resources Manager at the time of layoff that he/she will need his/her notices sent by normal mail service. Each posting period shall last 10 days.

vi. In the event that the Judicial Branch elects to convert any vacant full-time position to a part-time position(s), laid off full-time employees may express an interest in those converted position(s). Laid off part-time employees may express an interest in the converted position(s) after the recall list of full-time employees has been exhausted or in the event no laid off full-time employee expresses an interest in the converted position(s). A laid off full-time employee who either accepts a converted position or who does not express an interest in a converted position shall not be removed from the recall list as a result but shall retain all recall rights outlined in this provision. The method of recall shall be, in all other respects, as set forth in this provision.

vii. Laid off employees interested in a posted position shall express that interest either by email or by letter to the Human Resources Manager. To be timely, the email or the letter must be received by the Human Resources Manager before the end of the 10 day posting period. Laid off employees may express interest in only such positions that are of a labor grade the same as or lower than the position from which the employee was laid off. Except as set forth in the preceding paragraph, laid off full-time employees may express interest in only full-time positions until the recall list of part-time employees has been exhausted, and laid off part-time employees may express interest in only part-time positions until the recall list of full-time employees has been exhausted. At the conclusion of each posting period, the Human Resources Manager shall review the names of the laid off employees expressing an interest in each position posted and shall recall to each position the most senior laid off employee who expressed an interest, considering any priority expressed by the employee. An employee recalled to work shall report to work within fifteen (15) days after the recall, failing which the employee shall be removed from the recall list and the next most senior laid off employee who has yet to be recalled and who had expressed interest in the position shall be recalled to the position.

viii. All laid off employees are free to express an interest in as many posted positions as they desire during each posting period, and if expressing an interest in more than one, shall provide the Human Resources Manager with his or her priority of posted positions. The

right to recall shall end for an employee when the employee has been removed from the recall list or three years from the date of the layoff, whichever occurs first.

ix. In the event layoffs are initiated, the judicial branch agrees to enact an external hiring freeze within positions covered by this agreement such that no external hiring shall occur for bargaining unit positions until all eligible laid-off employees have been offered recall or have not expressed an interest in the positions posted in accordance with the preceding paragraphs.

V. ADVERSE ACTION / RESOLUTION

A. DISCIPLINARY OR ADVERSE ACTION

i. The Judicial Branch shall not discharge or take other disciplinary or adverse action without adherence to the principles of fundamental fairness and justice to the affected employee.

ii. Employee Actions that may Warrant Disciplinary or Adverse Actions: Examples of employee actions that may result in disciplinary or adverse actions include, but are not limited to:

1. submitting false travel, payroll or purchase vouchers;
2. personal use of official vehicles;
3. falsifying, destroying, mutilating or altering court documents or records;
4. providing false information on any Judicial Branch job application;
5. violating the policy against discrimination or sexual harassment;
6. retaliating against an individual for cooperating with or otherwise participating in an investigation, or for filing or reporting a complaint;
7. accepting loans, free services, goods or favors, including cash, from any business or person seeking favorable or preferential treatment from the court or soliciting favorable or preferential treatment from the court;
8. causing loss or damage to court property through willful or grossly negligent action;
9. theft occurring on court property;
10. insubordination, including failure to follow oral or written directives;
11. verbally abusing or physically assaulting any individual on court property or in relation to official duty;
12. use of alcohol or drugs, while on duty or otherwise, to the extent that job performance is adversely affected;
13. the use, possession, distribution, dispensation, or manufacture of a controlled substance, unless such use, possession, distribution, dispensation, or manufacture is lawful under RSA ch. 318-B or any other state or federal statute regulating controlled substances;
14. failure to report in writing to the Administrative Authority and the Administrative Judge within three days any criminal charges and failure to report in writing to the Administrative Authority and the Administrative Judge

within three days any criminal conviction, regardless of whether an appeal is taken;

15. engaging in partisan political activity prohibited by law or by this Agreement;
16. conviction of any crime;
17. unsatisfactory performance of job responsibilities;
18. excessive unexcused tardiness or absence from work;
19. knowingly providing case or court file related information to persons or entities not entitled to that information or to persons or entities outside of standard or customary procedures; or
20. notwithstanding any of the above, violating employee standards of conduct, which recognizes that "Every position in the Judicial Branch is a public trust. Employees must conduct themselves in a manner which will uphold the dignity and integrity of the Judicial Branch. Employees must observe standards of fidelity and diligence appropriate to their position with the Judicial Branch."

iii. **Disciplinary Progression:** The Administrative Authority shall be responsible for taking appropriate intermediate steps and initiating adverse action. Employees entrusted with supervisory responsibility shall be required to expeditiously report to the Administrative Authority any matters that require review, discipline and/or adverse action. The Judicial Branch may not demote an employee for disciplinary reasons except for conduct within section (A)(17) or in a performance evaluation. Such a demotion shall be considered adverse action.

iv. **Intermediate Disciplinary Steps:** In that it is the Administrative Authority's responsibility to use sound judgment and to act promptly and fairly, it is advisable to take lesser disciplinary action where appropriate. Intermediate disciplinary steps include the following:

1. **Counseling:** Written counseling may be given to the employee by the Administrative Authority upon recommendation by the employee's supervisor or on the Administrative Authority's own initiative. The number of warnings given prior to taking further disciplinary or adverse action depends on the seriousness and/or frequency of the matter or conduct.
    a. It is the Administrative Authority's responsibility to point out the specific nature of the conduct and discuss in detail with the employee the correct action to be followed in the future. This responsibility may be delegated to the employee's immediate supervisor if appropriate.
    b. The judicial branch is not precluded from issuing discipline for conduct, on or off official duty, that adversely affects the integrity of the judicial system.
2. **Written Reprimand:**
    a. If the Administrative Authority feels written counseling has been, is, or would be ineffective or insufficient in view of the nature or seriousness and/or frequency of the conduct, a written reprimand may be prepared.
    b. Written reprimands must contain a complete description of the misconduct alleged, the supporting factual data, details of the corrective action to be

taken by the employee and a time frame in which it should occur, and the consequences if corrective action does not occur. Written reprimands must indicate that unless corrective action is taken the employee will be subject to discharge.

c. The written reprimand shall be signed by both the Administrative Authority and the employee. If the employee refuses to sign, the Administrative Authority shall so indicate on the form. The Administrative Authority, employee, Administrative Judge, and Director shall each receive a copy of the signed written reprimand.

d. Each written reprimand shall expire as a basis of possible discharge three years after its date but shall be kept in the employee's file.

e. The judicial branch is not precluded from issuing discipline for conduct, on or off official duty, that adversely affects the integrity of the judicial system.

v. **Adverse Action:** The Administrative Authority is responsible for initiating or taking adverse action against an employee where appropriate and, if appealed, following the appeal procedure. All adverse actions shall be approved by the Administrative Judge who shall consult with the Director before any action is taken. Adverse actions include the following:

1. **Suspension:** Suspension is the temporary removal of an employee from a position with or without pay.
    a. The decision to suspend an employee with or without pay shall be based on the seriousness and nature of the matter or conduct. The judicial branch is not precluded from issuing discipline for conduct, on or off official duty, that adversely affects the integrity of the judicial system.
    b. An employee may be suspended with or without pay pending disposition of a felony or misdemeanor charge or a serious violation as determined in the discretion of the Administrative Judge. If an employee is suspended without pay and the suspension is set aside through the appeal procedures, the pay shall be reinstated retroactive to the date of suspension.
    c. Suspension may be appealed through the appeal procedure set out in this contract, but the suspension shall become effective when imposed.
2. **Discharge:** Discharge is the permanent removal of an employee from employment within the judicial branch.
    a. The judicial branch is not precluded from issuing discipline for conduct, on or off official duty, that adversely affects the integrity of the judicial system.
    b. Discharge may be appealed through the appeal procedure, but the discharge will become effective when imposed. If the employee successfully appeals the discharge, all pay denied during the period of discharge shall be reinstated retroactive to the date of discharge, except for any period of suspension ordered by the Appeals Board.

vi. **Actions By Judges:** Notwithstanding any provision set forth herein, any justice or judge of any court may report or recommend disciplinary actions when they become aware of activities or conduct which justify disciplinary action as set forth under this Agreement.

B. APPEAL OF ADVERSE ACTION

i. An appeal of an adverse action shall be in writing and delivered to the Director within fifteen working days of the date of the action. The appeal shall state the basis for the appeal. The appeal may be submitted by the employee personally or on his or her behalf by the SEA.

ii. Upon receipt of the appeal, the Director, or designee, shall within ten working days from the day the appeal is received: (a) recommend to the Administrative Judge granting the relief without arranging for a hearing or, (b) begin arrangements for a hearing.

iii. **Selection of the Appeals Board:** The Appeals Board shall be composed of the following members:

1. A justice of the New Hampshire court system appointed by the supreme court who shall be chair;
2. An individual chosen by the Association; and
3. An individual chosen by the individuals listed in subsection (1) and (2) above.
4. In the event agreement is not reached concerning the appointment of the third member, a list will be requested from the American Arbitration Association in accordance with their rules. An alternate may also be chosen.
5. None of the members shall be a member of a bargaining unit represented by the Association.

iv. **Expenses:** All travel expenses incurred by members of the board in the course of the board's work shall be paid by the judicial branch.

v. **Appeals Board Procedure:**

1. The Director, or designee, shall arrange for the hearing to take place no later than 30 working days from the date the appeal is received.
2. The Director, or designee, shall provide written notice by personal service or by certified mail, return receipt requested, at least twenty working days prior to the hearing, including the date, time, and place of the hearing, and a summary of how the hearing shall be conducted under this policy, including, but not limited to, deadlines for submission of witness and exhibit lists. The appellant shall sign a receipt for this notice and return it immediately to the Director, or designee.
3. Requests for postponement of the hearing shall be addressed to the appeals board and shall include a statement of whether the opposing party assents.

vi. **Conduct of the Hearing:**

1. The appeals board shall conduct an independent, impartial hearing.
2. The jurisdictional burden shall be on the appellant to establish a prima facie case that the imposing official did not follow proper procedure or otherwise have justification for the sanction or that the sanction imposed was not within the authority or discretion of the imposing official. Once jurisdiction is established, the burden is on the appellant to prove his or her case is more probable than not.
3. The appellant shall have the right to be present at the hearing, with a representative provided at his or her expense. If the appellant is in pay status at

the time of the hearing, the appellant shall be in duty status while in attendance at the hearing.

4. The Judicial Branch shall have the right to be present at the hearing and be represented by the Attorney General's office if a request is made and consented to under RSA 99-D:2 or its subsequent statutory counterpart or by a court employee with such employee's consent. A court employee providing such representation shall be allowed reasonable time for preparation. Any court employee shall be in duty status while in necessary attendance at the hearing.
5. The parties or their representative shall have the right to present evidence, witnesses, and to cross-examine witnesses.
6. All testimony shall be under oath or affirmation. For this purpose, the appeals board is authorized to administer the oath or affirmation.
7. Witnesses may be presented by the parties if their testimony is considered relevant by the chair of the appeals board or may be requested by the appeals board. Witnesses may not be compelled to appear without a subpoena.
8. The hearing shall be recorded. A party may request a transcript at his or her own expense.
9. The chair of the appeals board shall decide on the admissibility of evidence at the hearing. The chair shall not apply the rules of evidence strictly, but may exclude witnesses or matters which are irrelevant, immaterial, or unduly repetitious.
10. Since all matters before the appeals board are personnel matters, proceedings hereunder shall be private.
11. In a case of progressive discipline, the appellant may contest any and all prior discipline that formed the basis of the action being appealed.

vii. **Witnesses:** Witnesses who are court employees shall be in duty status during the time they are participating in a hearing and supervisors shall provide for those employees to be available. Witnesses shall remain free from restraint, coercion, or reprisal before, during, and after testimony before an appeals board. Any employee who attempts to influence the testimony of a witness through coercive means shall be subject to discipline through adverse action.

viii. **Record of the Hearing:** The record of the hearing shall consist of all documents, papers, or other physical objects accepted by the appeals board, as well as the recording of the hearing. Documents, papers, and physical objects which were denied admissibility by the chair of the appeals board shall not be part of the official record of the hearing, but shall be attached to it and identified properly.

ix. **Scope of the Appeals Board's Review:** The appeals board shall review the personnel action by determining the facts surrounding the adverse action; the procedural and legal justification under this Agreement and under the standard of fundamental fairness and justice to the grievant; and whether or not the sanction imposed was within the authority and discretion of the imposing official. Management has discretion in applying a sanction under the article on Disciplinary or Adverse Action. Before submitting a decision for reversing or modifying the sanction imposed, there must be a finding that the sanction was not legally or procedurally justified under this Agreement and under the

standard of fundamental fairness and justice to the grievant; or management abused its discretion in imposing the sanction. Absent one or the other of these findings, the appeals board should not substitute its judgment for that of management. It is not the intent of this Agreement to encourage appeals for the sake of mitigating sanctions. It is, however, the intent of this Agreement to ensure fair treatment of employees and to provide procedural due process in the adverse action area. To the extent an issue of interpretation of statutes or of this Agreement arises in an appeal of an adverse action, the appeals board shall have jurisdiction to decide the issue. However, the appeals board will be limited in its interpretation of statutes and this Agreement by precedent. Any interpretation of this Agreement by the Appeals Board will not have precedential effect.

x. **Decision of the Appeals Board:** The decision of the appeals board shall be submitted to the Director, the employee's representative, and respective Administrative Judge no later than 20 working days after the end of the hearing. The decision shall consist of findings and recommendations relating solely to the adverse action originally commenced and the grounds for appeal initially alleged. The findings shall be based solely on the evidence in the record. The decision shall be consistent with findings.

xi. **Final Decision:** The decision of the appeals board shall be subject to any rights of appeal provided by law.

C. GRIEVANCE PROCEDURE

i. **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 and matters of complaint, concern or dissatisfaction to an employee. This grievance procedure may not be used, however, for matters involving discipline and adverse action.

ii. **Intentions:** It is intended that the procedure provided herein shall facilitate the resolution of any such disputes at the lowest possible level, and the judicial branch and the SEA agree to work together towards this end. Nothing in this article shall be interpreted as preventing or discouraging employees from discussing any disputed matter in an informed and informal manner with the immediate supervisor, the Administrative Judge, or AOC personnel. Such discussions will not, however, interfere with the right to seek resolution of the dispute through the grievance procedure provided herein.

iii. **Supervisory/Administrative Authority Responsibility:** Supervisors and the Chief Justice of the Superior Court, the Administrative Judge of the Circuit Court, and AOC and Supreme Court personnel are to make a sincere effort to resolve grievances, and must refrain from making any statement or taking any action that amounts to coercion or intimidation. It is the responsibility of the supervisor and the Chief Justice of the Superior Court, the Administrative Judge of the Circuit Court, and AOC and Supreme Court personnel to use sound judgment and to act promptly and fairly.

iv. **Investigations:** The Steward, when requested by one or a number of employees whom he/she 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 or appeal procedure, provided herein, as may be applicable. A staff representative of the Association may substitute in place of the Steward at the

second step or sooner if the judicial branch is represented by other than the supervisor or intermediate supervisor.

v. **Procedure:** Any employee having problems concerning the interpretation or application of any provision of this Agreement subject to this grievance procedure shall seek adjustment in the step order listed below. There shall be not less than two nor more than five adjustment steps.

vi. **Time Limits:** All time limits set herein may be extended by mutual agreement between the grievant and the Employer.

vii. **Non-Intervention:** Nothing in this Article shall be construed as an abrogation of the right of any employee to present a grievance without the intervention of the exclusive representative in accordance with RSA 273-A:11(a).

viii. **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.

ix. 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 Chief Justice of the Superior Court or the Administrative Judge of the Circuit Court or the Director or the Clerk of the Supreme Court and shall be considered a Step II appeal.

x. A grievance initiated by the Employer against the Association or its members shall be filed directly with the President of the Association and shall be considered a Step II appeal. The deadlines and procedures provided in Step II below shall apply to a grievance initiated by the Employer.

xi. **Filings:** A grievance shall be filed within thirty (30) work days of the time the grievant knew or should have known of the alleged violation.

xii. **Written Notices:** A copy of all grievances which have been reduced to writing shall be forwarded to the Director and to the offices of the Association.

xiii. **Grievance Procedure - STEP I - Employee and Administrative Authority**

1. The employee and/or his/her Steward shall present the facts pertaining to the dispute to his/her Administrative Authority at the employee's current location. The Administrative Authority shall resolve the dispute at once or notify the employee or his/her representative of the decision in writing within ten (10) working days from the day the problem was presented to him/her. Copies of any written decision shall be forwarded to the respective Chief Justice or Administrative Judge and the Director.

xiv. **Grievance Procedure - STEP II - Employee and the Respective Chief Justice of Superior Court, or Administrative Judge of the Circuit Court, or the Director or the Chief Justice of the Supreme Court**

1. If, subsequent to the Administrative Authority'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 respective Chief Justice or Administrative Judge or the Director, as well as

the Administrative Authority, within fifteen (15) working days from the day the employee was informed of the Administrative Authority's decision.

2. The Chief Justice or Administrative Judge of the Circuit Court or the Director 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.
3. The Chief Justice or Administrative Judge of the Circuit Court or the Director shall notify in writing the employee, the Administrative Authority, and the Director of the decision reached within ten (10) working days after the meeting.

xv. **Grievance Procedure - STEP III – ARBITRATION**

1. If the Association or the Employer is not satisfied with the decision rendered pursuant to Step II, the Association may file within twenty (20) calendar days following receipt of the Chief Justice's or Administrative Judge's of the Circuit Court or the Director's written decision, or expiration of the time limit delineated therein, a request for arbitration to the American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be final and binding upon the parties, except as provided herein.
2. **Arbitrator's Powers:** The arbitrator shall be limited to interpretation or application of the express terms of this Agreement, and all other complaints filed before him/her. 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 will be advisory in nature.
3. The Parties further agree that questions of arbitrability are proper issues for the arbitrator to decide.
4. **Cost of arbitration:** If there is any expense charged by the arbitrator, it shall be borne equally.

xvi. **General Provisions:**

1. **Consistency with Agreement:** Any resolution of a grievance shall not be inconsistent with the terms of this Agreement.
2. **Missed Time Limits:** Failure on the part of either party to comply with the time limit requirement of this Article shall elevate a grievance to the next step unless the Parties have agreed to extend the time limit requirement.

VI. BENEFITS

A. COMPENSATION

i. **Salaries:**

1. Salaries for all employees shall be in accordance with the Judicial Branch salary matrix provided in Appendix B-1, as amended by this contract.

2. Full-time and part-time employees shall be eligible for an increment by moving from step one to step two after successful completion of one year at step one; from step two to step three after successful completion of one year at step two; from step three to step four after successful completion of one year at step three; from step four to step five after successful completion of one year at step four; from step five to step six after successful completion of two years at step five; from step six to step seven after successful completion of two years at step six; from step seven to step eight after successful completion of two years at step seven; and from step eight to step nine following successful completion of three years at step eight. For purposes of this section, successful completion means that the employee shall have received a satisfactory annual performance evaluation for the period or that an increment has been approved without a completed evaluation.
3. Upon promotion or reclassification that results in a higher labor grade, the initial waiting period between steps shall be no more than the time periods specified herein. Thereafter, the waiting periods between steps specified herein shall apply to such employees in their respective labor grade. The month and day of an employee's increment date shall not be adjusted for promotions, reclassifications or demotions.
4. In addition to the implementation of a revised salary matrix, as necessary to incorporate COLAs approved and funded by the legislature by NHJB employees as set forth herein below, the Judicial Branch agrees to include sufficient funds in its budget request for FY24-25 to cover increased costs resulting from a reallocation of the following positions: Court Operations Specialist position (CBA Appendix D) from Labor Grade 10 to Labor Grade 14; Senior Court Operations Specialist position (CBA Appendix E) from Labor Grade 17 to Labor Grade 19; Court Monitor/Operations Specialist position (CBA Appendix C) from Labor Grade 20 to Labor Grade 22; Information Center Representative I position (CBA Appendix H) from Labor Grade 10 to Labor Grade 14; Information Center Representative II position (CBA Appendix I) from Labor Grade 14 to Labor Grade 17. The parties agree that salary adjustments in connection with the reallocation shall be in keeping with the process use for reclassifications, as provided in the New Hampshire Judicial Branch Personnel Rules. For purposes of the Fringe Benefits section of this agreement, this allocation adjustment does not represent an "across-the-board" wage increase. The parties agree to advocate such funding by the Governor and the Legislature without offsetting reduction to other budget requests unless agreed to by the Judicial Branch.

ii. **Longevity Computation and Compensation:**

1. Any employee who has completed 10 years of service for the state shall be paid, in addition to the salary to which he/she is entitled by the classification plan, the sum of $350 annually and an additional $350 for each additional 5 years of state service, in the first pay period of November on any given year. This provision will change as necessary to reflect the amount provided either in

RSA 99:5 or the State Employees Association of New Hampshire and State of New Hampshire Collective Bargaining Agreement, whichever is greater. Part-time employees who do not receive benefits from the New Hampshire Retirement System shall receive a prorated share. The proration shall be based upon the regular budgeted hours as of November 30 of that current year for the part-time employee divided by 37.5 hours and then multiplied by the longevity payment for the employee's seniority.

2. The additional compensation provided by the provisions of this section shall not affect the maximums set by the classification plan and the receipt of said long service payments shall not prohibit the recipient from receiving the yearly increments to which he/she may be otherwise entitled within his/her classification ranges.
3. Once an employee achieves ten years of service, the employee will continue to receive longevity payments, even if the employee changes status from full-time to part-time, or part-time to full-time. However, the amount of the longevity payment will depend on the employee's status at the time of the payment. Employees in full-time status at the time of the payment will receive the full amount. Employees who are in part-time status at the time of the payment will receive a pro-rated amount based on average hours worked.
4. Temporary employees and part-time employees receiving a pension from the New Hampshire Retirement System or the New Hampshire Judicial Retirement System do not qualify for longevity payments.
5. Unless otherwise directed by administrative payroll protocols, the longevity payment will be made in the paycheck issued on the first payday in November and will reflect years of service as of December 1 of that current year.
6. Longevity pay will be included in the payout of a terminating employee provided the terminating employee has worked beyond his or her next anniversary date following December 1.

iii. **Cost of Living Adjustments (COLAs:**

The meaning and intent of this article is to provide members of the bargaining unit with any cost of living adjustments, or other economic adjustments, provided to executive branch classified employees represented by the State Employees' Association of New Hampshire which the legislature applies to the judicial branch and funds for judicial branch employees, the judicial branch shall implement the adjustments for members of the bargaining unit consistent with the timing and funding approved by the Legislature. In the event the State Employees' Association of New Hampshire and the State of New Hampshire agree to a new master contract for classified state employees and should that new contract contain any cost of living adjustments, or other economic adjustments which the legislature applies to the judicial branch and funds for judicial branch employees, the judicial branch shall implement the adjustments for members of the bargaining unit consistent with the timing and funding approved by the Legislature. The Association acknowledges, without prejudice to any arguments that it may advance, that the judicial branch's obligation to pay any such adjustments requiring additional funds is contingent on the appropriation of such funds to the judicial branch for that purpose.

B. HEALTH AND DENTAL INSURANCE AND FRINGE BENEFITS

Full-time employees shall receive all fringe benefits as negotiated by the State Employees Association of New Hampshire and as provided for classified state employees, including health and dental insurance. The Health Insurance provisions of section 19.8.1 and the Dental Insurance provisions of section 19.13 of the agreement negotiated by the State Employees' Association of New Hampshire, Inc. for executive branch employees are attached hereto as Appendix A.

i. For purposes of this Agreement, Health Insurance section 19.8.1.a and Dental Insurance section 19.13 will be applied to the judicial branch with the same meaning and intent as the executive branch and shall be changed for judicial branch employees as follows. All full-time judicial branch employees who subscribe to health and dental benefits shall make benefits co-payments consistent with the salary band matrix attached to this Agreement as Appendix B-2. Part-time employees shall receive the fringe benefits provided in this agreement, and for part-time employees regularly budgeted for 30 or more hours per week, pro-rated health and dental insurance in accordance with RSA 98-A:6-a will be available with benefits copayments as shown in https://das.nh.gov/hr/MedicalandDentalContributionCharts.asp

The salary threshold for the health insurance and dental insurance contribution bands provided in Appendix B-2 shall be automatically adjusted to reflect negotiated salary increases, including cost of living (C.O.L.A.) increases and other across the board wage increases, specifically excluding step increases or wage changes due to a promotion or demotion. The salary bands will change in the exact amount of the across the board negotiated salary increase(s) to ensure that no individual employee's benefit contribution is increased due solely to the negotiated increase.

The judicial branch may periodically review and propose adjustments to the bands to ensure conformity with Executive Branch employee contribution requirements. The parties shall attempt in good faith to agree upon the manner in which the amount of the adjustment applicable to the bargaining unit is implemented. Any agreement(s) resulting from this process shall be reflected in a memorandum of understanding prior to implementation.

ii. In the event the State Employees' Association of New Hampshire and the State of New Hampshire agree to a new master contract for classified state employees and should that contract contain changes in health and dental benefits, the parties will accept the changes in plan design. If that agreement adjusts the employee contribution for the benefit which the legislature applies to the judicial branch, the parties shall ascertain the amount of the adjustment applied to the judicial branch that is applicable to the bargaining unit.

iii. The parties shall in good faith agree upon the manner in which the amount of the adjustment applicable to the bargaining unit is implemented and shall reflect by a memorandum of understanding any changes necessary as anticipated in this subparagraph.

iv. **Holidays:**

1. Regular full-time employees shall be entitled to 12 holidays annually as set forth

in an administrative order issued by the New Hampshire Supreme Court. Part-time employees shall be compensated for the holiday based upon the employee's regular budgeted hours divided by 37.5 hours. If a part-time employee's regular weekly hours consistently exceed his or her regular budgeted hours, the employee may request the Human Resources Manager to review the proration. The administrative office of the courts shall consult with the Association prior to the issuance of the holiday schedule.

2. An employee shall be compensated for the holiday at the employee's rate of pay in effect at the time of the holiday.
3. An eligible employee shall receive holiday pay only if the employee is in pay status (actually working or on approved paid leave) on the regularly scheduled work day prior to and immediately following the holiday.
4. An administrative/exempt employee shall receive compensatory time off at the rate of straight time for hours worked, or a minimum of four hours, on days when the court is closed but such work is necessary due to the New Hampshire Judicial Branch's obligation to conduct certain hearings required by law to meet statutory timeframes.

C. EXPENSE REIMBURSEMENT

i. It is expected that an employee shall report to a home court location at the normal start of the workday and remain at the home court location until the court closes at the normal end of the workday.

ii. When an employee is assigned to other than a home court location and that assignment is within 45 minutes of his/her home, the employee must arrive at the assigned court at the normal beginning of the court day, unless such arrival is impossible due to the lateness of the assignment, and must remain at the court location until the court closes at the end of the workday. The time it takes an employee to drive from the employee's home to the assigned court location is computed under normal driving conditions. Exceptions may be made for abnormal driving conditions (snow, construction, paving, traffic demands).

iii. If the employee lives farther than 45 minutes away, the employee may arrive at the assigned court location later than the normal court opening time, and may leave the court location prior to the end of the normal workday, subject to paragraph 4 below. The amount of time the employee may arrive later than the normal court starting time and leave earlier than the normal court closing time will correspond to the amount of time in excess of 45 minutes that it takes for the employee to get to the court location in the morning and return home from the court location at the end of the day. The later start time and earlier leaving time must be approved by the clerk in the superior court or a court administrator in the circuit court, as the case may be. The superior court clerk or court administrator in the circuit court, as the case may be, shall use his or her best efforts to allow employees, when not doing essential functions, to leave the assigned court at such time that the employee will arrive home at the employee's normal home arrival time.

iv. The above notwithstanding, if the employee is serving an essential function on a particular day as determined by the clerk of court or court administrator, the employee may not arrive late or leave early.

v. In the event an employee travels to a court location away from the employee's home court and such travel time outside the normal seven and a half hour workday exceeds 100 hours in a calendar quarter, the employee shall receive one additional administrative day. Employees shall be responsible for all record keeping pursuant to this paragraph.

vi. **In-State Travel:** If an employee is assigned to travel for more than one day away from their principal place of business, and the cost of mileage reimbursement exceeds the cost of an overnight stay, the employee shall be given the option of staying overnight in the area of the assignment in a facility approved by the judicial branch. The judicial branch shall reimburse the costs of meals associated with an overnight stay under the following conditions:

Reimbursement for meals purchased will not require receipts. Reimbursements for meals purchases shall be in the following amounts:

Breakfast	$11.00
Lunch	$12.00
Dinner	$23.00

vii. **Out-of State Travel:** When associated with court business outside of New Hampshire, employees may be reimbursed for lodging, meals, and incidentals at rates consistent with the General Services Administration (GSA) Travel Per Diem Rates in effect at the time of travel, without a receipt. GSA per diem rates are available on their website (http://www.gsa.gov).

viii. Should the receipts limits be increased by the State or the judicial branch, the new limits will be substituted.

ix. **Mileage/Expenses:** Employees who must travel from their residence to a location that is not their principal place of business, or from a location that is not their principal place of business to their residence, will be reimbursed for mileage incurred less the employee's normal commuting mileage from their residence to their principal place of business. When an employee has traveled to any court location and then must travel on judicial branch business to another location, all mileage will be reimbursed. Mileage shall be paid at the rate paid to executive branch employees. All tolls incurred during travel conducted for court business shall be reimbursed except for any tolls that would have been incurred in commuting to or from their residence and the home court location. Tolls will be reimbursed at the lowest rate unless supported by a receipt.

x. The employee shall submit to their administrative authority a completed travel reimbursement request. The administrative authority shall submit to the AOC all travel reimbursement requests within five (5) days of receipt of the employee's completed submission. Employees shall be reimbursed for their travel expenses within twenty-one (21) days of the date the employee/administrative authority submits the completed expense report to the AOC.

xi. **Notary Public and Justice of the Peace:** An employee shall have the application fee and/or renewal fee as a notary public and/or justice of the peace paid or reimbursed by the judicial branch when the Administrative Judge determines that there is a business need at a particular location for an additional notary or justice of the peace.

VII. LEAVE

A. ANNUAL LEAVE

Annual leave shall be accumulated at specific rates per month and accumulated according to the rates shown below. Prior years credit shall be included up to the maximums shown. "Years Completed" shall be computed by adding all court and state service, and a year of service shall be deemed completed at the close of work on the business day prior to an employee's anniversary date. Annual leave shall be cumulative for not more than the maximum days indicated below and shall not lapse. Leave shall be accrued as follows and prorated for part-time employees based upon the regular budgeted hours divided by 37.5 hours and then multiplied by the number of days allowed per year. If a part-time employee's regular weekly hours consistently exceed his or her regular budgeted hours, the employee may request the Human Resources Manager to review the proration.

i. **Administrative/Exempt**

Years Completed	Time Earned per Month	Days Per Year	Maximum Days Allowed
0 to less-than-2	1 ½ Days (11.250 hrs)	18	24
2 to less-than-8	1 ½ Days (11.250 hrs)	18	32
8 to less-than-15	1 ¾ Days (13.125 hrs)	21	38
15 to less-than-20	1 ¾ Days (13.125 hrs)	21	44
20 +	2 Days (15.00 hrs)	24	60

ii. **Non-administrative/Non-Exempt**

Years Completed	Time Earned per Month	Days Per Year	Maximum Days Allowed
0 to less-than-2	1 Day (7.50 hrs)	12	24
2 to less-than-8	1 ¼ Days (9.375 hrs)	15	32
8 to less-than-15	1 ½ Days (11.250 hrs)	18	38
15 to less-than-20	1 ¾ Days (13.125 hrs)	21	44
20 +	2 Days (15.00 hrs)	24	60

iii. **Annual Leave Provisions:**

1. An employee may use annual leave only when authorized by the appropriate Administrative Authority or such authority's designee. The administration of annual leave will be conducted in a fair and equitable manner considering seniority and other relevant factors.

2. Annual leave may be taken when available and approved by the Administrative Authority. The Administrative Authority shall make a determination within ten (10) business days and shall not unreasonably deny a request. Reasons for a denial shall be provided to the employee in writing. A granted annual leave request shall not be unreasonably rescinded. To the extent an employee has accumulated annual leave available, all employees with more than two years of service shall take at least ten (10) days, or pro-rated portion thereof for part-time employees, annual leave each calendar year. Payment of annual leave pursuant to the article entitled "Resignation, Abandonment, Departing Employees" shall be limited to a maximum of fifty (50) days.
3. Requests for annual leave in excess of two consecutive weeks shall be authorized only upon a determination that such absence will not have a detrimental effect on the operation of the court.
4. For the purpose of utilization, annual leave shall be converted to hours (example: 1 1/4 days equals 9.375 hours).
5. Employees shall earn annual leave during periods of leave with pay except that leave shall be credited only when the employee returns to work, and leave earned during such periods shall be forfeited if the employee fails to return to work.
6. Employees shall not earn annual leave during a period of leave of absence without pay, except as otherwise provided in this agreement.
7. Forfeiture of accrued annual leave as a disciplinary action shall not be authorized.
8. No employee shall lose accrued annual leave when promoted, demoted or transferred provided that there is no break in service. This includes a regular employee who changes from the service of one Administrative Authority to another.
9. An employee who transfers from one position to another position in the court system during his or her initial probationary period shall be credited with any accrued time toward annual leave.
10. If insufficient leave has been accumulated, the employee shall be charged with leave without pay for time away from work.

B. SICK LEAVE

i. Newly Hired/Rehired Employees:

1. Upon the commencement of employment, a newly hired or rehired employee shall be advanced the equivalent of six (6) months of sick leave accruals.
2. Advanced sick leave shall be prorated for part-time employees based upon the regular budgeted hours divided by 37.5 hours and then multiplied by the number of days allowed within a six (6) month period.
3. Employees may utilize the advanced sick leave beginning after the first day of employment.
4. Upon successful completion of the employee's six (6) month probationary period, sick leave will accrue regularly on a monthly basis.

5. If an employee is terminated during their probationary period, and has utilized more sick leave than they would have normally accrued on a monthly basis, the Judicial Branch reserves the right to deduct the gross amount of used sick leave from the employee's final paycheck. In the event that the employee's final paycheck does not cover the amount owed, the Judicial Branch's Accounting Department shall notify the employee of the amount owed, and the employee will remit payment to the Judicial Branch for the sick leave used within thirty (30) days of their termination date.
6. Unused advanced sick leave shall not be compensated upon termination of employment.

ii. **Administrative/Exempt Employees:** One and one-half days (11.250 hours) sick leave shall be earned each month by all regular full-time administrative/exempt employees from the date of their initial employment. Part-time regular administrative/exempt employees shall earn sick leave on a prorated basis. Administrative employees will have 20 sick days credited to their accrued sick leave upon employment with the judicial branch. The 18 days earned per year plus the 20 days initially credited to administrative/exempt employees may accumulate to a maximum of 120 days for all regular full-time employees.

iii. **Non-administrative/Non-exempt Employees:** One and one-quarter days (9.375 hours) sick leave shall be earned each month by all regular full-time non-administrative/non-exempt employees from the date of their initial employment. The fifteen days earned per year may accumulate to a maximum of 120 days for all regular full-time employees. Part-time regular non-administrative/non-exempt employees shall earn sick leave on a prorated basis.

iv. **Sick Leave Provisions:**

1. An employee's sick leave allowance may be utilized upon approval of the Administrative Authority on the basis of proper application in writing.
2. Sick leave absences may be due to illness or disability of the employee, medical and dental appointments with prior approval except when such approval is not practical, illness of an immediate family member requiring the care of the employee, injury, exposure to contagious diseases endangering the health of other employees when requested by the attending physician, or death in the employee's immediate family. Immediate family is defined in section (8) below.
3. Sick leave used shall be deducted from the employee's allowance on the basis of workdays and not calendar days. All sick leave must be reported on the biweekly payroll report and shall be deducted from available accumulated balances.
4. An employee who is unable to report to work due to the reasons stated above and who wishes to utilize sick leave shall make a good faith effort to notify the Administrative Authority of the employee's court as early in the day as possible to report the reason for the absence and the expected date of return to work. If the employee is unable to call, another person should contact the court with the same information.

5. The employee shall continue to advise the Administrative Authority each day of absence unless an extended absence has been indicated and an alternative call schedule has been established. Failure to report to the Administrative Authority may be grounds for disciplinary action.
6. Sick leave may be utilized only to the extent that it has been earned.
7. For purposes of utilization, sick leave shall be converted to hours (example: 1 1/4 days equals 9.375 hours).
8. An employee may use sick leave for a death in the employee's immediate family or such other persons as the Administrative Authority approves. Immediate family is defined as: spouse, children, 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.
9. When using sick leave for bereavement leave, an eligible employee shall not lose credit toward bonus leave.
10. Sick leave taken for the illness of an immediate family member requiring the care of the employee shall not exceed six (6) days per year unless such leave is taken pursuant to the family and medical leave provisions contained in the Other Leaves article. Additional sick leave for the illness of an immediate family member may be granted with approval from the Administrative Judge, or the Director if applicable to employees under his or her authority. When using sick leave for dependent leave for up to six (6) days per year, an eligible employee shall not lose credit toward bonus leave.
11. Employees shall earn sick leave during periods of leave with pay except that leave shall be credited only when the employee returns to work, and leave earned during such periods shall be forfeited if the employee fails to return to work.
12. Employees shall not earn sick leave during a period of leave of absence without pay.
13. Forfeiture of accrued sick leave as a disciplinary action shall not be authorized.
14. No regular employee shall lose accrued sick leave when promoted, demoted or transferred provided that there is no break in service. This includes a regular employee who changes from the service of one Administrative Authority to another.
15. A full-time employee who transfers from one position to another position in the judicial branch during an initial probationary period shall be credited with any accrued time toward sick leave earned in the first position and such earned leave shall be recognized by the receiving Administrative Authority on the basis of proper application in writing.
16. **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, or upon a layoff, 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.

17. All employees are entitled to participate in the NH Judicial Branch Supplemental Sick Leave Plan attached hereto as Appendix P.

C. ADMINISTRATIVE LEAVE

i. The administrative authority shall authorize use of administrative leave with pay to administrative/exempt employees within the limits specified below. Part-time administrative/exempt employees shall receive pro-rated administrative leave based upon the regular budgeted hours divided by 37.5 hours and then multiplied by the number of days allowed per year. If a part-time employee's regular weekly hours consistently exceed his or her regular budgeted hours, the employee may request the Human Resources Manager to review the proration.

ii. Administrative leave shall be available as follows:

Years Completed	Days Allowed Per Year
0 to fewer-than-5	3 Days
5 to fewer-than-10	4 Days
10 +	5 Days

iii. Administrative leave shall not be included nor considered as annual leave; not be compensated upon termination; not be accrued from year to year; and shall be applied on a fiscal year basis.

iv. Eligible employees may substitute unused administrative leave within a fiscal year for previously taken annual leave.

D. BONUS LEAVE

i. Bonus leave will be awarded based on years of completed court and state service as follows:

Years Completed	Days Allowed Per Year
0 to less than10	1 Day
10 to less than 20	2 Days
20 +	3 Days

ii. **Eligibility:** All regular full-time non-administrative/non-exempt employees , except temporary employees, are eligible to be granted bonus leave as follows:

a. From zero to less than one year of employment, the employee shall receive a pro-rated bonus leave day based upon the date of hire or transfer into the position;

b. An employee who has completed one year of employment, but less than 10 years of employment, will be allowed one day per year;

c. An employees who has completed ten years of employment, but less than twenty years of employment will be allowed two days per year;

d. An employee who has reached twenty years of employment will be allowed three days per year.

e. Part-time regular non-administrative/non-exempt employees shall receive pro-rated bonus leave based upon the regular budgeted hours divided by 37.5 hours and then multiplied by the number of days allowed per year. If a part-time employee's regular weekly hours consistently exceed the part-time employee's regular budgeted hours, the employee may request a review of the proration.

iii. **Limitations:** Bonus leave shall:

a. Neither be included as, nor considered, annual leave;

b. Not be compensated upon termination;

c. Not be accrued from year to year; and

d. Be applied on a fiscal year basis, and shall lapse at the end of the fiscal year if not used.

iv. Eligible employees may request their supervisor substitute unused bonus leave for previously taken annual leave within the same fiscal year.

E. MILITARY LEAVE

i. An employee of the State of New Hampshire who is a member of any reserve component of the armed forces of the United States shall, upon request, be entitled to not more than 15 days leave of absence with pay in any one training year for the purpose of engaging in military drill, training or other temporary duty, in accordance with RSA ch. 112 or its subsequent statutory counterpart.

F. WORKERS' COMPENSATION LEAVE

i. An employee must meet the stipulations of RSA ch. 281-A or its subsequent statutory counterpart in order to be entitled to workers' compensation. Review, notification, and appeal procedures are pursuant to RSA ch. 281-A or its subsequent statutory counterpart.

ii. If an employee receives a personal injury as defined in RSA 281-A:2, XI (Supp. 1995) or its subsequent statutory counterpart, in the course of employment, the employee shall report the injury immediately to the Administrative Authority and to the New Hampshire Retirement System. The Administrative Authority shall notify the Administrative Office of the Courts immediately of the injury.

iii. If an employee is required to miss work and a decision has not been reached regarding the workers' compensation claim, the employee shall be compensated using accumulated sick and annual leave time.

iv. If the workers' compensation claim is awarded, the portion of the sick and annual days equivalent to the workers' compensation award will be restored and credited to the employee's accumulated leave.

v. If the workers' compensation claim is denied, other leave time may be used.

vi. An employee may choose to supplement workers' compensation with sick or annual leave if accumulated leave is available.

vii. The combination of workers' compensation and sick or annual leave benefits shall not exceed the employee's full pay.

viii. Compensation made using annual and sick leave benefits are subject to payroll deductions.

ix. Sick leave and annual leave shall not accumulate to the extent the employee is receiving workers' compensation.

x. Receipt of sick or annual leave pay by an employee shall not affect the right to medical benefits, nor shall it affect the right to workers' compensation benefits for permanent disability.

G. COURT LEAVE

i. An employee who is subpoenaed for other than judicial branch business to appear as a witness before a federal or state grand jury or court, or before a federal or state agency, shall be entitled to leave with pay for the required period. An employee who appears as such on judicial branch business is not considered on leave.

ii. An employee shall be entitled to leave with pay for serving on a federal or state grand or petit jury.

iii. Fees received for service as a juror or witness earned during the normal work day, excluding reimbursement for travel, shall be remitted to the employer.

iv. The employee shall be paid his or her current salary while on court leave. Court leave shall not be a charge against any other accumulated leave as prescribed in these rules.

v. Court leave applies only to the time actually served in court and the time required to return to work.

H. FAMILY AND MEDICAL LEAVE

i. This subsection is intended to comply with the federal Family and Medical Leave Act of 1993, effective August 5, 1993, and regulations promulgated thereto, to the extent they are applicable. Any interpretation of the subsection is intended to be consistent with the act and regulations.

ii. An employee eligible for Family and Medical Leave pursuant to section IV below shall be granted family medical leave:

1. because of the birth of a child, and/or to care for that child;
2. if an employee adopts a child or takes a foster child into the employee's home;
3. if the employee must care for a spouse, child or parent who is suffering from a serious health condition;
4. if the employee's own serious health condition makes the employee unable to perform their job. An employee may be required at any time to provide verification of a serious health condition, where applicable, from either the attending physician or a neutral party selected from a list of physicians compiled by the Director.

iii. An employee can take up to 12 weeks of paid or unpaid leave during any rolling 12-month period for the reasons specified in section II above.

iv. An employee shall have been employed for at least one year and for at least 1,250 hours during the year preceding the start of the leave to qualify for this leave.

v. An employee shall apply accumulated annual leave and sick leave, where applicable, to cover this period of absence. Unpaid leave may be used if all other leave has been exhausted.

vi. For an expected birth or adoption, and for planned medical treatment, the employee shall provide the employer with 30 days advance notice.

vii. The employee shall file with the Administrative Authority a written statement of how accumulated time will be applied. This plan will be forwarded immediately to the administrative office of the courts for verification of time available for use.

viii. During the leave, the judicial branch shall continue to pay its share of the health insurance premiums for the employee on family medical leave. If the employee does not return to work, the judicial branch shall recapture from the employee the cost of the health care premiums paid during the leave.

ix. Following the leave, the employee shall be restored to his or her job or to an equivalent position.

x. Leave beyond 60 days, whether paid or unpaid, may be granted by the Administrative Judge after consultation with the Director.

xi. Within five (5) business days of designation or receipt of a fully executed Certification of Health Care Provider for Employee's Serious Health Condition form, the judicial branch human resources department will notify the employee whether leave will be designated as FMLA leave and count towards the employee's FMLA leave entitlement.

I. LEAVE OF ABSENCE WITHOUT PAY

i. In order to be considered, an employee must request a leave of absence without pay. After consultation with the Director, the Administrative Judge may grant the employee leave without pay for personal reasons for a period not to exceed 12 months, provided that any leave of absence without pay for reasons other than sickness or maternity may not be granted unless justified and until a suitable replacement has been found or adequate coverage has been arranged.

ii. Medical benefits for employees who have been granted a leave of absence without pay shall be governed by the Medical Benefits Eligibility Rules provided by the Department of Administrative Services.

iii. Any employee who requests a leave of absence without pay shall be required to utilize all applicable accumulated leave before being granted the leave of absence without pay.

iv. If the request for leave without pay is caused by sickness or injury, the employee shall utilize accumulated leave in the following order: sick, annual, and administrative.

v. If the request for leave without pay is not caused by sickness or injury, the employee shall utilize accumulated leave in the following order: annual and administrative.

vi. No annual leave or sick leave shall be accumulated during a leave of absence without pay.

vii. Leave of absence without pay is counted as state service for purpose of computing longevity pay.

viii. Exceptions to the leave of absence policy shall be submitted to the Director for approval.

VIII. MISCELLANEOUS

A. MISCELLANEOUS

i. **Blood Donations and Bone Marrow Registry Testing:** 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.

ii. **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.

iii. **Community Service:** An employee is encouraged to participate in community service programs or activities outside of work hours provided such service does not impair the employee's job performance, is not a conflict of interest with the employee's judicial branch work, or does not present an appearance of impropriety. Employees are encouraged to consult with their administrative authority before engaging in community service which could conflict with this provision. If the employee's administrative authority believes this community service could conflict with this provision, the employee may request a Consultation under this agreement. The employee's Administrative Judge or the Director, as the case may be, shall be present at the Consultation. Both the employee and the administrative authority may present information to the Administrative Judge/Director. The decision of the Administrative Judge or the Director shall not be subject to the grievance procedure.

iv. **Inclement Weather:**

1. While it may be reasonable to cancel jury trials, non-jury trials, and even some hearings during inclement weather, the judicial branch strives to keep courthouses open to serve the needs of lawyers, litigants, and the public during workdays. If inclement weather prevents an employee from getting to work, the time away from work may be charged as a day of accumulated annual leave, bonus leave, administrative leave, or personal day awarded as a result of furlough days. Non-administrative/non-exempt employees may take compensatory time or make arrangements with the administrative authority to work compensatory time to cover the amount of time away from work due to inclement weather. Such time must be worked within two pay periods of the date it is taken.
2. Notwithstanding the above, truly exceptional circumstances may arise that require that a court or several courts be closed for all or a portion of a workday due to inclement weather. In the event of such a closure, employees shall receive their normal compensation during the period of closure. Employees who do report to work during periods of closure shall be entitled to only their normal rate of compensation and shall not receive additional leave or compensatory time.

v. **Surveillance:** Recordings obtained through the use of video surveillance technology shall not be used as the sole basis to initiate an investigation into employee conduct. Such recordings may be used as evidentiary support for employee conduct issues only when the Administrative Judge has agreed that a valid reason exists for its use. If recordings obtained through the use of video surveillance technology are to be used in connection with employee conduct issues, the Administrative Office of the Courts shall provide the State Employees' Association of NH, SEIU Local 1984, with a copy of the video recording upon request. Security video surveillance recordings are confidential and shall be disseminated only as necessary to address the conduct issues. The judicial

branch will also make available to an individual subject to discipline, through the State Employees' Association of NH, SEIU Local 1984, any recordings which may be exculpatory. Any evidentiary issues under this paragraph may be considered by the Appeals Board in any appeal pursuant to the Appeal Procedures article.

vi. **Political Activity:** Employees may participate in political activity during non-duty hours as long as it does not create a conflict of interest, is consistent with the United States and New Hampshire Constitutions and existing statutes, and does not interfere with an employee's assigned duties. Participation must also be within the limitations set by other sections of this article.

1. Activities prohibited during working hours include, but are not limited to: distribution of campaign materials, display of campaign materials within a Judicial Branch building, including political buttons and bumper stickers, solicitation of contributions for a political candidate or party, and soliciting signatures for political candidacy.
2. Employees who participate in political activity during their off-duty hours shall not use their position title, except persons running for the office of register of probate, as influence in such activities.
3. Employees shall not use court supplies, equipment, or facilities in connection with any political activity.
4. Employees shall not use or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, for the purpose of influencing the vote or political action of any person.
5. Employees shall not seek or hold elected office in the New Hampshire legislative or executive branches.
6. Nothing in this rule shall be construed to limit the right of an employee to hold office in a constitutional convention, to express opinions, to register a party preference, and to cast a vote. Nothing in this rule shall be construed to limit the right of an employee to contribute voluntarily to a political party or candidate, the right to belong to a partisan political club, or to attend political party meetings and functions. Nothing in this rule shall interfere in any way with the right of freedom of speech, full criticism, or disclosure by any unit member.

B. SEPARABILITY

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

C. WAIVER

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

other term or conditions of this Agreement, or of the same non-performance or violation in the future.

D. DURATION

Except as otherwise specifically provided herein, this Agreement as executed by the parties is effective as of July 1, 2023, and shall remain in full force and effect until June 30, 2027 or until a new Agreement is executed. This Agreement may be reopened by either party for further negotiations as a result of: (a) items contained in the collective bargaining agreement negotiated by the State Employees' Association of New Hampshire, Inc. for executive branch employees; (b) legislation passed by the New Hampshire Legislature that impacts the terms of this Agreement; or (c) the Legislature not funding a cost item of this Agreement. Reopening shall occur by written notice to the other party delivered in accordance with the Notices article of this Agreement. The written notice shall specify the basis for which to do so and, the reopening shall be limited to those items so specified and related, unless mutually agreed otherwise. Notice of reopening on the basis of items contained in the collective bargaining agreement negotiated by the State Employees' Association of New Hampshire, Inc. for executive branch employees must be provided within 30 days of a negotiated agreement between the SEA and the Executive Branch.

Renegotiation of this Agreement shall be effective by written notice by one party to the other not later than October 15, 2026 or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after receipt of such notice or at such other time as agreed to by the parties.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract on the 30th day of June, 2023.

Dianne Martin, Director
Administrative Office of the Courts

Richard Gulla, President
State Employees' Association, SEIU Local 1984, AFL-CIO, CLC

Gordon J. McDonald, Chief Justice
New Hampshire Supreme Court

Judicial Branch Negotiating Committee
Victoria Prestejohn, Chief Negotiator
Dianne Martin

SEA Negotiating Committee
John Krupski, Chief Negotiator
Andy Capen, SEA Field Representative

Heather Kulp
Karen Gorham

Court Monitor/Operations Specialist Unit
Lisa Towle
Court Operations Specialists Unit
Celia Boaz
Jennifer Kubat
Catherine Thompson
Heather Kenison

State of New Hampshire Executive Branch

Collective Bargaining Agreement – Section 19.8

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.
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 copayments 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 copayments for the POS Plan shall $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. This provision shall expire on June 30, 2019 unless mutually agreed otherwise by the parties. 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 nonpreferred brand name medicine.
        b. Mail Order Co Payments - $1 for each generic medicine/ $40 for each preferred brand name medicine/$70 for each nonpreferred 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 will 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. This provision shall expire on June 30, 2019 .

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 will 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.

State of New Hampshire Executive Branch

Collective Bargaining Agreement – Section 19.13

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

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 dependant of more than one employee and no employee can be covered as both an employee and as a dependant.

10.00% COLA eff
07/14/23

State of New Hampshire

Judicial Branch
Administrative Office of the Courts

Salary Matrix
SEA NonPerDiem
Effective: Friday, July 14, 2023

FT Union Dues Rate 1.25%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01. Annual	26,169.00	27,456.00	28,782.00	30,167.80	31,532.80	33,072.00	34,710.00	36,446.80	38,279.80
BiWeekly	1,006.50	1,056.00	1,107.00	1,160.30	1,212.80	1,272.00	1,335.00	1,401.80	1,472.30
Hourly	13.42	14.08	14.76	15.47	16.17	16.96	17.80	18.69	19.63
FT Union Dues	12.58	13.20	13.84	14.50	15.16	15.90	16.69	17.52	18.40
02. Annual	26,891.80	28,100.80	29,387.80	30,830.80	32,312.80	33,833.80	35,529.00	37,323.00	39,195.00
BiWeekly	1,034.30	1,080.80	1,130.30	1,185.80	1,242.80	1,301.30	1,366.50	1,435.50	1,507.50
Hourly	13.79	14.41	15.07	15.81	16.57	17.35	18.22	19.14	20.10
FT Union Dues	12.93	13.51	14.13	14.82	15.54	16.27	17.08	17.94	18.84
03. Annual	27,456.00	28,802.80	30,167.80	31,571.80	33,092.80	34,652.80	36,387.00	38,220.00	40,112.80
BiWeekly	1,056.00	1,107.80	1,160.30	1,214.30	1,272.80	1,332.80	1,399.50	1,470.00	1,542.80
Hourly	14.08	14.77	15.47	16.19	16.97	17.77	18.66	19.60	20.57
FT Union Dues	13.20	13.85	14.50	15.18	15.91	16.66	17.49	18.38	19.29
04. Annual	28,139.80	29,465.80	30,849.00	32,331.00	33,852.00	35,490.00	37,284.00	39,156.00	41,106.00
BiWeekly	1,082.30	1,133.30	1,186.50	1,243.50	1,302.00	1,365.00	1,434.00	1,506.00	1,581.00
Hourly	14.43	15.11	15.82	16.58	17.36	18.20	19.12	20.08	21.08
FT Union Dues	13.53	14.17	14.83	15.54	16.28	17.06	17.93	18.83	19.76
05. Annual	28,802.80	30,186.00	31,571.80	33,111.00	34,671.00	36,329.80	38,142.00	40,073.80	42,081.00
BiWeekly	1,107.80	1,161.00	1,214.30	1,273.50	1,333.50	1,397.30	1,467.00	1,541.30	1,618.50
Hourly	14.77	15.48	16.19	16.98	17.78	18.63	19.56	20.55	21.58
FT Union Dues	13.85	14.51	15.18	15.92	16.67	17.47	18.34	19.27	20.23
06. Annual	29,484.00	30,869.80	32,351.80	33,852.00	35,510.80	37,206.00	39,078.00	41,028.00	43,076.80
BiWeekly	1,134.00	1,187.30	1,244.30	1,302.00	1,365.80	1,431.00	1,503.00	1,578.00	1,656.80
Hourly	15.12	15.83	16.59	17.36	18.21	19.08	20.04	21.04	22.09
FT Union Dues	14.18	14.84	15.55	16.28	17.07	17.89	18.79	19.73	20.71
07. Annual	30,206.80	31,590.00	33,111.00	34,691.80	36,348.00	38,084.80	40,014.00	42,023.80	44,129.80
BiWeekly	1,161.80	1,215.00	1,273.50	1,334.30	1,398.00	1,464.80	1,539.00	1,616.30	1,697.30
Hourly	15.49	16.20	16.98	17.79	18.64	19.53	20.52	21.55	22.63
FT Union Dues	14.52	15.19	15.92	16.68	17.48	18.31	19.24	20.20	21.22
08. Annual	30,869.80	32,351.80	33,872.80	35,529.00	37,226.80	39,020.80	40,970.80	43,056.00	45,201.00
BiWeekly	1,187.30	1,244.30	1,302.80	1,366.50	1,431.80	1,500.80	1,575.80	1,656.00	1,738.50
Hourly	15.83	16.59	17.37	18.22	19.09	20.01	21.01	22.08	23.18
FT Union Dues	14.84	15.55	16.29	17.08	17.90	18.76	19.70	20.70	21.73
09. Annual	31,610.80	33,131.80	34,710.00	36,387.00	38,103.00	39,956.80	41,984.80	44,070.00	46,254.00
BiWeekly	1,215.80	1,274.30	1,335.00	1,399.50	1,465.50	1,536.80	1,614.80	1,695.00	1,779.00
Hourly	16.21	16.99	17.80	18.66	19.54	20.49	21.53	22.60	23.72
FT Union Dues	15.20	15.93	16.69	17.49	18.32	19.21	20.19	21.19	22.24

10. Annual	32,390.80	33,891.00	35,568.00	37,265.80	39,039.00	40,911.00	42,959.80	45,143.80	47,405.80
BiWeekly	1,245.80	1,303.50	1,368.00	1,433.30	1,501.50	1,573.50	1,652.30	1,736.30	1,823.30
Hourly	16.61	17.38	18.24	19.11	20.02	20.98	22.03	23.15	24.31
FT Union Dues	15.57	16.29	17.10	17.92	18.77	19.67	20.65	21.70	22.79
11. Annual	33,150.00	34,710.00	36,407.80	38,123.80	39,975.00	41,945.80	44,031.00	46,254.00	48,555.00
BiWeekly	1,275.00	1,335.00	1,400.30	1,466.30	1,537.50	1,613.30	1,693.50	1,779.00	1,867.50
Hourly	17.00	17.80	18.67	19.55	20.50	21.51	22.58	23.72	24.90
FT Union Dues	15.94	16.69	17.50	18.33	19.22	20.17	21.17	22.24	23.34
12. Annual	33,969.00	35,588.80	37,284.00	39,078.00	40,931.80	42,881.80	45,084.00	47,307.00	49,686.00
BiWeekly	1,306.50	1,368.80	1,434.00	1,503.00	1,574.30	1,649.30	1,734.00	1,819.50	1,911.00
Hourly	17.42	18.25	19.12	20.04	20.99	21.99	23.12	24.26	25.48
FT Union Dues	16.33	17.11	17.93	18.79	19.68	20.62	21.68	22.74	23.89
13. Annual	34,749.00	36,446.80	38,142.00	40,014.00	41,964.00	43,953.00	46,196.80	48,458.80	50,895.00
BiWeekly	1,336.50	1,401.80	1,467.00	1,539.00	1,614.00	1,690.50	1,776.80	1,863.80	1,957.50
Hourly	17.82	18.69	19.56	20.52	21.52	22.54	23.69	24.85	26.10
FT Union Dues	16.71	17.52	18.34	19.24	20.18	21.13	22.21	23.30	24.47
14. Annual	35,588.80	37,304.80	39,098.80	40,970.80	42,900.00	45,026.80	47,268.00	49,667.80	52,124.80
BiWeekly	1,368.80	1,434.80	1,503.80	1,575.80	1,650.00	1,731.80	1,818.00	1,910.30	2,004.80
Hourly	18.25	19.13	20.05	21.01	22.00	23.09	24.24	25.47	26.73
FT Union Dues	17.11	17.94	18.80	19.70	20.63	21.65	22.73	23.88	25.06
15. Annual	36,465.00	38,162.80	40,034.80	41,984.80	43,973.80	46,157.80	48,419.80	50,876.80	53,411.80
BiWeekly	1,402.50	1,467.80	1,539.80	1,614.80	1,691.30	1,775.30	1,862.30	1,956.80	2,054.30
Hourly	18.70	19.57	20.53	21.53	22.55	23.67	24.83	26.09	27.39
FT Union Dues	17.53	18.35	19.25	20.19	21.14	22.19	23.28	24.46	25.68
16. Annual	37,323.00	39,098.80	41,009.80	42,959.80	45,084.00	47,229.00	49,628.80	52,104.00	54,737.80
BiWeekly	1,435.50	1,503.80	1,577.30	1,652.30	1,734.00	1,816.50	1,908.80	2,004.00	2,105.30
Hourly	19.14	20.05	21.03	22.03	23.12	24.22	25.45	26.72	28.07
FT Union Dues	17.94	18.80	19.72	20.65	21.68	22.71	23.86	25.05	26.32
17. Annual	38,181.00	40,073.80	42,003.00	44,012.80	46,176.00	48,380.80	50,817.00	53,352.00	55,985.80
BiWeekly	1,468.50	1,541.30	1,615.50	1,692.80	1,776.00	1,860.80	1,954.50	2,052.00	2,153.30
Hourly	19.58	20.55	21.54	22.57	23.68	24.81	26.06	27.36	28.71
FT Union Dues	18.36	19.27	20.19	21.16	22.20	23.26	24.43	25.65	26.92
18. Annual	39,117.00	41,028.00	42,998.80	45,104.80	47,249.80	49,550.80	52,007.80	54,620.80	57,350.80
BiWeekly	1,504.50	1,578.00	1,653.80	1,734.80	1,817.30	1,905.80	2,000.30	2,100.80	2,205.80
Hourly	20.06	21.04	22.05	23.13	24.23	25.41	26.67	28.01	29.41
FT Union Dues	18.31	19.73	20.67	21.69	22.72	23.82	25.00	26.26	27.57
19. Annual	40,092.00	42,023.80	44,031.00	46,196.80	48,399.00	50,759.80	53,294.80	55,946.80	58,754.80
BiWeekly	1,542.00	1,616.30	1,693.50	1,776.80	1,861.50	1,952.30	2,049.80	2,151.80	2,259.80
Hourly	20.56	21.55	22.58	23.69	24.82	26.03	27.33	28.69	30.13
FT Union Dues	19.28	20.20	21.17	22.21	23.27	24.40	25.62	26.90	28.25
20. Annual	41,048.80	43,017.00	45,123.00	47,268.00	49,589.80	51,948.00	54,561.00	57,311.80	60,158.80
BiWeekly	1,578.80	1,654.50	1,735.50	1,818.00	1,907.30	1,998.00	2,098.50	2,204.30	2,313.80
Hourly	21.05	22.06	23.14	24.24	25.43	26.64	27.98	29.39	30.85
FT Union Dues	19.74	20.68	21.69	22.73	23.84	24.98	26.23	27.55	28.92
21. Annual	42,042.00	44,051.80	46,215.00	48,419.80	50,778.00	53,196.00	55,868.80	58,676.80	61,620.00
BiWeekly	1,617.00	1,694.30	1,777.50	1,862.30	1,953.00	2,046.00	2,148.80	2,256.80	2,370.00

Hourly	21.56	22.59	23.70	24.83	26.04	27.28	28.65	30.09	31.60
FT Union Dues	20.21	21.18	22.22	23.28	24.41	25.58	26.86	28.21	29.63
22. Annual	43,056.00	45,143.80	47,307.00	49,608.00	51,987.00	54,483.00	57,233.80	60,119.80	63,122.80
BiWeekly	1,656.00	1,736.30	1,819.50	1,908.00	1,999.50	2,095.50	2,201.30	2,312.30	2,427.80
Hourly	22.08	23.15	24.26	25.44	26.66	27.94	29.35	30.83	32.37
FT Union Dues	20.70	21.70	22.74	23.85	24.99	26.19	27.52	28.90	30.35
23. Annual	44,070.00	46,235.80	48,438.00	50,798.80	53,235.00	55,848.00	58,656.00	61,601.80	64,682.80
BiWeekly	1,695.00	1,778.30	1,863.00	1,953.80	2,047.50	2,148.00	2,256.00	2,369.30	2,487.80
Hourly	22.60	23.71	24.84	26.05	27.30	28.64	30.08	31.59	33.17
FT Union Dues	21.19	22.23	23.29	24.42	25.59	26.85	28.20	29.62	31.10
24. Annual	45,162.00	47,327.80	49,628.80	52,007.80	54,522.00	57,233.80	60,119.80	63,122.80	66,281.80
BiWeekly	1,737.00	1,820.30	1,908.80	2,000.30	2,097.00	2,201.30	2,312.30	2,427.80	2,549.30
Hourly	23.16	24.27	25.45	26.67	27.96	29.35	30.83	32.37	33.99
FT Union Dues	21.71	22.75	23.86	25.00	26.21	27.52	28.90	30.35	31.87
25. Annual	46,254.00	48,477.00	50,837.80	53,255.80	55,868.80	58,617.00	61,542.00	64,643.80	67,860.00
BiWeekly	1,779.00	1,864.50	1,955.30	2,048.30	2,148.80	2,254.50	2,367.00	2,486.30	2,610.00
Hourly	23.72	24.86	26.07	27.31	28.65	30.06	31.56	33.15	34.80
FT Union Dues	22.24	23.31	24.44	25.60	26.86	28.18	29.59	31.08	32.63
26. Annual	47,366.80	49,667.80	52,065.00	54,542.80	57,272.80	60,041.80	63,044.80	66,203.80	69,537.00
BiWeekly	1,821.80	1,910.30	2,002.50	2,097.80	2,202.80	2,309.30	2,424.80	2,546.30	2,674.50
Hourly	24.29	25.47	26.70	27.97	29.37	30.79	32.33	33.95	35.66
FT Union Dues	22.77	23.88	25.03	26.22	27.54	28.87	30.31	31.83	33.43
27. Annual	48,516.00	50,876.80	53,294.80	55,926.00	58,656.00	61,484.80	64,565.80	67,782.00	71,175.00
BiWeekly	1,866.00	1,956.80	2,049.80	2,151.00	2,256.00	2,364.80	2,483.30	2,607.00	2,737.50
Hourly	24.88	26.09	27.33	28.68	30.08	31.53	33.11	34.76	36.50
FT Union Dues	23.33	24.46	25.62	26.89	28.20	29.56	31.04	32.59	34.22
28. Annual	49,686.00	52,085.80	54,600.00	57,311.80	60,099.00	63,005.80	66,164.80	69,479.80	72,930.00
BiWeekly	1,911.00	2,003.30	2,100.00	2,204.30	2,311.50	2,423.30	2,544.80	2,672.30	2,805.00
Hourly	25.48	26.71	28.00	29.39	30.82	32.31	33.93	35.63	37.40
FT Union Dues	23.89	25.04	26.25	27.55	28.89	30.29	31.81	33.40	35.06
29. Annual	50,895.00	53,333.80	55,965.00	58,676.80	61,503.00	64,545.00	67,763.80	71,156.80	74,705.80
BiWeekly	1,957.50	2,051.30	2,152.50	2,256.80	2,365.50	2,482.50	2,606.30	2,736.80	2,873.30
Hourly	26.10	27.35	28.70	30.09	31.54	33.10	34.75	36.49	38.31
FT Union Dues	24.47	25.64	26.91	28.21	29.57	31.03	32.58	34.21	35.92
30. Annual	52,104.00	54,620.80	57,330.00	60,119.80	63,044.80	66,105.00	69,420.00	72,891.00	76,538.80
BiWeekly	2,004.00	2,100.80	2,205.00	2,312.30	2,424.80	2,542.50	2,670.00	2,803.50	2,943.80
Hourly	26.72	28.01	29.40	30.83	32.33	33.90	35.60	37.38	39.25
FT Union Dues	25.05	26.26	27.56	28.90	30.31	31.78	33.38	35.04	36.80
31. Annual	53,352.00	55,985.80	58,715.80	61,542.00	64,565.80	67,743.00	71,136.00	74,724.00	78,449.80
BiWeekly	2,052.00	2,153.30	2,258.30	2,367.00	2,483.30	2,605.50	2,736.00	2,874.00	3,017.30
Hourly	27.36	28.71	30.11	31.56	33.11	34.74	36.48	38.32	40.23
FT Union Dues	25.65	26.92	28.23	29.59	31.04	32.57	34.20	35.93	37.72
32. Annual	54,639.00	57,369.00	60,158.80	63,063.00	66,125.80	69,381.00	72,852.00	76,499.80	80,321.80
BiWeekly	2,101.50	2,206.50	2,313.80	2,425.50	2,543.30	2,668.50	2,802.00	2,942.30	3,089.30
Hourly	28.02	29.42	30.85	32.34	33.91	35.58	37.36	39.23	41.19
FT Union Dues	26.27	27.58	28.92	30.32	31.79	33.36	35.03	36.78	38.62

33. Annual	56,024.80	58,754.80	61,562.80	64,643.80	67,763.80	71,058.00	74,627.80	78,371.80	82,271.80
BiWeekly	2,154.80	2,259.80	2,367.80	2,486.30	2,606.30	2,733.00	2,870.30	3,014.30	3,164.30
Hourly	28.73	30.13	31.57	33.15	34.75	36.44	38.27	40.19	42.19
FT Union Dues	26.94	28.25	29.60	31.08	32.58	34.16	35.88	37.68	39.55
34. Annual	57,389.80	60,177.00	63,102.00	66,164.80	69,401.80	72,833.80	76,479.00	80,301.00	84,338.80
BiWeekly	2,207.30	2,314.50	2,427.00	2,544.80	2,669.30	2,801.30	2,941.50	3,088.50	3,243.80
Hourly	29.43	30.86	32.36	33.93	35.59	37.35	39.22	41.18	43.25
FT Union Dues	27.59	28.93	30.34	31.81	33.37	35.02	36.77	38.61	40.55
35. Annual	58,773.00	61,620.00	64,662.00	67,821.00	71,117.80	74,588.80	78,332.80	82,271.80	86,385.00
BiWeekly	2,260.50	2,370.00	2,487.00	2,608.50	2,735.30	2,868.80	3,012.80	3,164.30	3,322.50
Hourly	30.14	31.60	33.16	34.78	36.47	38.25	40.17	42.19	44.30
FT Union Dues	28.26	29.63	31.09	32.61	34.19	35.86	37.66	39.55	41.53
36. Annual	60,216.00	63,141.00	66,183.00	69,440.80	72,852.00	76,421.80	80,204.80	84,260.80	88,472.80
BiWeekly	2,316.00	2,428.50	2,545.50	2,670.80	2,802.00	2,939.30	3,084.80	3,240.80	3,402.80
Hourly	30.88	32.38	33.94	35.61	37.36	39.19	41.13	43.21	45.37
FT Union Dues	28.95	30.36	31.82	33.39	35.03	36.74	38.56	40.51	42.54
37. Annual	61,659.00	64,701.00	67,841.80	71,156.80	74,627.80	78,293.80	82,251.00	86,366.80	90,675.00
BiWeekly	2,371.50	2,488.50	2,609.30	2,736.80	2,870.30	3,011.30	3,163.50	3,321.80	3,487.50
Hourly	31.62	33.18	34.79	36.49	38.27	40.15	42.18	44.29	46.50
FT Union Dues	29.64	31.11	32.62	34.21	35.88	37.64	39.54	41.52	43.59
38. Annual	63,180.00	66,222.00	69,479.80	72,891.00	76,460.80	80,204.80	84,260.80	88,491.00	92,937.00
BiWeekly	2,430.00	2,547.00	2,672.30	2,803.50	2,940.80	3,084.80	3,240.80	3,403.50	3,574.50
Hourly	32.40	33.96	35.63	37.38	39.21	41.13	43.21	45.38	47.66
FT Union Dues	30.38	31.84	33.40	35.04	36.76	38.56	40.51	42.54	44.68
39. Annual	64,721.80	67,899.00	71,214.00	74,685.00	78,371.80	82,193.80	86,327.80	90,617.80	95,141.80
BiWeekly	2,489.30	2,611.50	2,739.00	2,872.50	3,014.30	3,161.30	3,320.30	3,485.30	3,659.30
Hourly	33.19	34.82	36.52	38.30	40.19	42.15	44.27	46.47	48.79
FT Union Dues	31.12	32.64	34.24	35.91	37.68	39.52	41.50	43.57	45.74
40. Annual	66,281.80	69,498.00	72,930.00	76,499.80	80,301.00	84,221.80	88,452.00	92,879.80	97,539.00
BiWeekly	2,549.30	2,673.00	2,805.00	2,942.30	3,088.50	3,239.30	3,402.00	3,572.30	3,751.50
Hourly	33.99	35.64	37.40	39.23	41.18	43.19	45.36	47.63	50.02
FT Union Dues	31.87	33.41	35.06	36.78	38.61	40.49	42.53	44.65	46.89
41. Annual	67,919.80	71,273.80	74,724.00	78,410.80	82,251.00	86,288.80	90,578.80	95,141.80	99,899.80
BiWeekly	2,612.30	2,741.30	2,874.00	3,015.80	3,163.50	3,318.80	3,483.80	3,659.30	3,842.30
Hourly	34.83	36.55	38.32	40.21	42.18	44.25	46.45	48.79	51.23
FT Union Dues	32.65	34.27	35.93	37.70	39.54	41.49	43.55	45.74	48.03
42. Annual	69,576.00	72,969.00	76,538.80	80,340.00	84,279.00	88,433.80	92,859.00	97,520.80	102,395.80
BiWeekly	2,676.00	2,806.50	2,943.80	3,090.00	3,241.50	3,401.30	3,571.50	3,750.80	3,938.30
Hourly	35.68	37.42	39.25	41.20	43.22	45.35	47.62	50.01	52.51
FT Union Dues	33.45	35.08	36.80	38.63	40.52	42.52	44.64	46.89	49.23
43. Annual	71,292.00	74,783.80	78,449.80	82,290.00	86,327.80	90,578.80	95,141.80	99,899.80	104,930.80
BiWeekly	2,742.00	2,876.30	3,017.30	3,165.00	3,320.30	3,483.80	3,659.30	3,842.30	4,035.80
Hourly	36.56	38.35	40.23	42.20	44.27	46.45	48.79	51.23	53.81
FT Union Dues	34.28	35.95	37.72	39.56	41.50	43.55	45.74	48.03	50.45
44. Annual	73,028.80	76,557.00	80,379.00	84,338.80	88,472.80	92,801.80	97,461.00	102,317.80	107,426.80

BiWeekly	2,808.80	2,944.50	3,091.50	3,243.80	3,402.80	3,569.30	3,748.50	3,935.30	4,131.80
Hourly	37.45	39.26	41.22	43.25	45.37	47.59	49.98	52.47	55.09
FT Union Dues	35.11	36.81	38.64	40.55	42.54	44.62	46.86	49.19	51.65

45. Annual	74,822.80	78,488.80	82,349.80	86,366.80	90,617.80	95,063.80	99,840.00	104,852.80	110,097.00
BiWeekly	2,877.80	3,018.80	3,167.30	3,321.80	3,485.30	3,656.30	3,840.00	4,032.80	4,234.50
Hourly	38.37	40.25	42.23	44.29	46.47	48.75	51.20	53.77	56.46
FT Union Dues	35.97	37.74	39.59	41.52	43.57	45.70	48.00	50.41	52.93

46. Annual	76,655.80	80,418.00	84,377.80	88,511.80	92,840.80	97,461.00	102,317.80	107,445.00	112,827.00
BiWeekly	2,948.30	3,093.00	3,245.30	3,404.30	3,570.80	3,748.50	3,935.30	4,132.50	4,339.50
Hourly	39.31	41.24	43.27	45.39	47.61	49.98	52.47	55.10	57.86
FT Union Dues	36.85	38.66	40.57	42.55	44.64	46.86	49.19	51.66	54.24

47. Annual	78,507.00	82,427.80	86,405.80	90,675.00	95,141.80	99,840.00	104,852.80	110,097.00	115,596.00
BiWeekly	3,019.50	3,170.30	3,323.30	3,487.50	3,659.30	3,840.00	4,032.80	4,234.50	4,446.00
Hourly	40.26	42.27	44.31	46.50	48.79	51.20	53.77	56.46	59.28
FT Union Dues	37.74	39.63	41.54	43.59	45.74	48.00	50.41	52.93	55.58

48. Annual	80,496.00	84,416.80	88,550.80	92,918.80	97,520.80	102,297.00	107,426.80	112,808.80	118,463.80
BiWeekly	3,096.00	3,246.80	3,405.80	3,573.80	3,750.80	3,934.50	4,131.80	4,338.80	4,556.30
Hourly	41.28	43.29	45.41	47.65	50.01	52.46	55.09	57.85	60.75
FT Union Dues	38.70	40.59	42.57	44.67	46.89	49.18	51.65	54.24	56.95

49. Annual	82,466.80	86,483.80	90,714.00	95,238.00	99,879.00	104,793.00	110,039.80	115,557.00	121,329.00
BiWeekly	3,171.80	3,326.30	3,489.00	3,663.00	3,841.50	4,030.50	4,232.30	4,444.50	4,666.50
Hourly	42.29	44.35	46.52	48.84	51.22	53.74	56.43	59.26	62.22
FT Union Dues	39.65	41.58	43.61	45.79	48.02	50.38	52.90	55.56	58.33

50. Annual	84,455.80	88,589.80	92,957.80	97,578.00	102,356.80	107,387.80	112,769.80	118,443.00	124,352.80
BiWeekly	3,248.30	3,407.30	3,575.30	3,753.00	3,936.80	4,130.30	4,337.30	4,555.50	4,782.80
Hourly	43.31	45.43	47.67	50.04	52.49	55.07	57.83	60.74	63.77
FT Union Dues	40.60	42.59	44.69	46.91	49.21	51.63	54.22	56.94	59.79

51. Annual	86,541.00	90,773.80	95,297.80	99,938.80	104,871.00	110,039.80	115,557.00	121,329.00	127,394.80
BiWeekly	3,328.50	3,491.30	3,665.30	3,843.80	4,033.50	4,232.30	4,444.50	4,666.50	4,899.80
Hourly	44.38	46.55	48.87	51.25	53.78	56.43	59.26	62.22	65.33
FT Union Dues	41.61	43.64	45.82	48.05	50.42	52.90	55.56	58.33	61.25

52. Annual	88,667.80	93,035.80	97,637.80	102,395.80	107,426.80	112,769.80	118,443.00	124,332.00	130,533.00
BiWeekly	3,410.30	3,578.30	3,755.30	3,938.30	4,131.80	4,337.30	4,555.50	4,782.00	5,020.50
Hourly	45.47	47.71	50.07	52.51	55.09	57.83	60.74	63.76	66.94
FT Union Dues	42.63	44.73	46.94	49.23	51.65	54.22	56.94	59.78	62.76

53. Annual	90,831.00	95,336.80	100,016.80	104,930.80	110,117.80	115,518.00	121,290.00	127,374.00	133,731.00
BiWeekly	3,493.50	3,666.80	3,846.80	4,035.80	4,235.30	4,443.00	4,665.00	4,899.00	5,143.50
Hourly	46.58	48.89	51.29	53.81	56.47	59.24	62.20	65.32	68.58
FT Union Dues	43.67	45.84	48.09	50.45	52.94	55.54	58.31	61.24	64.29

54. Annual	93,093.00	97,676.80	102,453.00	107,504.80	112,808.80	118,404.00	124,313.80	130,533.00	137,066.80
BiWeekly	3,580.50	3,756.80	3,940.50	4,134.80	4,338.80	4,554.00	4,781.30	5,020.50	5,271.80
Hourly	47.74	50.09	52.54	55.13	57.85	60.72	63.75	66.94	70.29
FT Union Dues	44.76	46.96	49.26	51.69	54.24	56.93	59.77	62.76	65.90

55. Annual	95,375.80	100,055.80	105,008.80	110,156.80	115,596.00	121,271.80	127,355.80	133,751.80	140,459.80
BiWeekly	3,668.30	3,848.30	4,038.80	4,236.80	4,446.00	4,664.30	4,898.30	5,144.30	5,402.30
Hourly	48.91	51.31	53.85	56.49	59.28	62.19	65.31	68.59	72.03

FT Union Dues	45.85	48.10	50.49	52.96	55.58	58.30	61.23	64.30	67.53
56. Annual	97,715.80	102,492.00	107,562.00	112,886.80	118,482.00	124,293.00	130,514.80	137,066.80	143,910.00
BiWeekly	3,758.30	3,942.00	4,137.00	4,341.80	4,557.00	4,780.50	5,019.80	5,271.80	5,535.00
Hourly	50.11	52.56	55.16	57.89	60.76	63.74	66.93	70.29	73.80
FT Union Dues	46.98	49.28	51.71	54.27	56.96	59.76	62.75	65.90	69.19
57. Annual	100,113.00	105,066.00	110,253.00	115,674.00	121,329.00	127,355.80	133,751.80	140,439.00	147,440.80
BiWeekly	3,850.50	4,041.00	4,240.50	4,449.00	4,666.50	4,898.30	5,144.30	5,401.50	5,670.80
Hourly	51.34	53.88	56.54	59.32	62.22	65.31	68.59	72.02	75.61
FT Union Dues	48.13	50.51	53.01	55.61	58.33	61.23	64.30	67.52	70.89
58. Annual	102,590.80	107,601.00	112,964.80	118,541.80	124,352.80	130,514.80	137,066.80	143,891.80	151,086.00
BiWeekly	3,945.80	4,138.50	4,344.80	4,559.30	4,782.80	5,019.80	5,271.80	5,534.30	5,811.00
Hourly	52.61	55.18	57.93	60.79	63.77	66.93	70.29	73.79	77.48
FT Union Dues	49.32	51.73	54.31	56.99	59.79	62.75	65.90	69.18	72.64
59. Annual	105,144.00	110,312.80	115,713.00	121,446.00	127,413.00	133,790.80	140,478.00	147,498.00	154,869.00
BiWeekly	4,044.00	4,242.80	4,450.50	4,671.00	4,900.50	5,145.80	5,403.00	5,673.00	5,956.50
Hourly	53.92	56.57	59.34	62.28	65.34	68.61	72.04	75.64	79.42
FT Union Dues	50.55	53.04	55.63	58.39	61.26	64.32	67.54	70.91	74.46
60. Annual	107,679.00	113,003.80	118,599.00	124,449.00	130,572.00	137,066.80	143,891.80	151,106.80	158,652.00
BiWeekly	4,141.50	4,346.30	4,561.50	4,786.50	5,022.00	5,271.80	5,534.30	5,811.80	6,102.00
Hourly	55.22	57.95	60.82	63.82	66.96	70.29	73.79	77.49	81.36
FT Union Dues	51.77	54.33	57.02	59.83	62.78	65.90	69.18	72.65	76.28

Full-Time Employee Health & Dental Insurance Benefit Contributions

All full-time employees who subscribe to health insurance shall pay:

$20.00 per pay period if their annual salary is ..... less than $42,487.00
$40.00 per pay period if their annual salary is..... more than $42,487.00 up to $52,104.00
$60.00 per pay period if their annual salary is ..... more than $52,104.00

All full-time employees who subscribe to dental insurance shall pay:

$2.00 per pay period if their annual salary is ..... less than $42,487.00
$4.00 per pay period if their annual salary is ..... more than $42,487.00 up to $52,104.00
$6.00 per pay period if their annual salary is ..... more than $52,104.00

JOB DESCRIPTION

COURT MONITOR/OPERATIONS SPECIALIST – Regular, full-time position working in the New Hampshire Court System, subject to the sufficient and continued funding of the Judicial Branch by the Legislature.

DEFINITION OF WORK

Under direct supervision of the clerk of court, this position provides and performs a variety of services associated with the monitoring, logging and recording of testimony in a courtroom, and maintenance of equipment. Provides extensive administrative support to assigned judicial officer. Position processes court cases, enters and updates case data, assists and works with the public, attorneys, law enforcement representatives and other persons having business with the court at the counter and/or in the courtroom. May perform assigned tasks in one or more courts and/or in the office of one or more clerks. Position requires honesty, integrity, trustworthiness, accuracy, and attention to detail. Employees in this position will be required to travel during the regular course of business, and are subject to transfer or reassignment at the discretion of the Administrative Judge.

REPORTING LINES

The Court Monitor/Operations Specialist reports directly to the Clerk of Court and does not supervise or provide direction to any employees.

ESSENITAL FUNCTIONS (EXAMPLES OF WORK PERFORMED)

(Essential functions, as defined by the Americans with Disabilities Act, may include, but are not limited to the following tasks, knowledge, skills, and other characteristics. This list of tasks *is illustrative only,* and is not a comprehensive listing of all functions and tasks performed by positions in this class.)

Travels to trial courts as assigned; operates and maintains various recording equipment used in the courtroom; checks microphones, cabling, recording heads and other items required to record testimony; monitors recording of court testimony; determines and directs changes in microphone position; adjusts volume or recording equipment; creates and maintains logs of proceedings; marks and preserves exhibits; maintains recordings in filing system; maintains inventory of media, forms and other items used in court proceedings; performs basic preventative maintenance services.

Types and prepares court orders, memoranda, and other court-related documents as instructed; prepares transcript excerpts as required by judicial officer. Prepares transcript estimates, duplicate recordings and log notes of proceedings for transcription by third parties.

Performs various clerical and support tasks by direction of the clerk; assists clerk in courtroom duties as required; trains other employees as needed.

May assume departmental responsibilities by working in the office of the clerk; processes court cases; provides assistance to the public by responding to inquiries at the counter, by telephone and in writing; verifies records and documents, checking for clerical and mathematical accuracy and completeness, and processes for further action; creates new files; enters information into the court's case management system; prepares files for judicial review; requests additional information from the filing or other parties; accepts and/or assists in collecting, processing, and recording monies received/paid to the court.

Sorts, indexes, and files cases according to established procedures; enters new case dates and updates case files as required; performs records management tasks including retrieving and filing cases and material for use by the judge, staff, law enforcement agencies, attorneys or other authorized personnel; provides information in compliance with state law; conducts time standards to identify case status; identifies cases within and outside of time standards; prepares juror lists and performs related work relative to juror questionnaires, summonses, appearances, and payments; assists with the preparation of periodic records and statistical reports; performs other duties as assigned or required.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of State of New Hampshire statutes, rules, administrative orders, policies and procedures, applicable Federal rules and requirements.

Knowledge of the basic principles and practices of record keeping, bookkeeping, files, records and case management.

Knowledge of court processes and legal terminology.

Skill in providing assistance and services to a variety of users of the court's services, including using effective oral communication skills.

Skill in working under pressure handling significant problems and tasks simultaneously.

Skill in operating a computer utilizing a variety of software applications with particular competency in word processing.

Proficiency in the use of English grammar, spelling and composition.

Ability to edit material for grammatical, spelling and punctuation accuracy.

Ability to prepare documents using dictation equipment.

DESIRABLE EDUCATION AND EXPERIENCE

High School diploma or GED required, additional education and training preferred.

Five years of relevant, responsible court, law office, business, medical or general office clerical, secretarial or related support experience involving public contact, working with files and records, performing data entry or closely related responsibilities; OR,

Any equivalent combination of experience and/or education from which comparable knowledge, skills and abilities have been achieved.

SPECIAL REQUIREMENTS

Must successfully pass a criminal background check and reference check.

Requires performance of job functions in a potentially stressful environment involving the risk of exposure to hostile situations, infectious diseases and the possibility of extended keying or writing, prolonged sitting and/or standing and the need to lift and/or carry heavy, bulky boxes, file folders, office supplies and other equipment/materials.

DISCLAIMER STATEMENT

This position description represents general duties and is not intended to list every specific function of this position.

JOB DESCRIPTION

COURT OPERATIONS SPECIALIST – Regular, full-time position working in the New Hampshire Court System, subject to the sufficient and continued funding of the Judicial Branch by the Legislature.

DEFINITION OF WORK

This is general clerical work in the New Hampshire Court System. Work involves performing varied clerical functions requiring the application of independent judgment and regular application and limited interpretation of routine policies, practices, and rules. Advice and assistance will normally be provided as requested; however most functions are performed with minimum supervision. Positions in this class require the need for specialized knowledge of court processes. Greater consequence of error if work is not performed accurately. Employees in this position may be required to travel during the regular course of business, and are subject to transfer or reassignment at the discretion of the Administrative Judge.

REPORTING LINES

This position reports to the Clerk of the Court and/or his or her designee and has no supervisory responsibility.

ESSENTIAL FUNCTIONS (EXAMPLES OF WORK PERFORMED)

(Any one position may not include all of the duties listed, nor do the examples cover all the duties that may be performed.)

Opens, date stamps, sorts and distributes mail.

Checks and reviews incoming and outgoing documents for completeness and accuracy of information; assigns general case category; and processes documents as required in accordance with court rules.

Assigns docket numbers and records information as required in the appropriate files.

Files court records using chronological, alphabetical, and numerical filing systems.

Type notices, orders and decrees, correspondence, hearing and trial lists.

Answers telephone, prepares copies.

Prepares summonses, notices, warrants, subpoenas and similar processes; computes applicable dates for service and return of service, affixes court seal, and prepares copies of documents.

Operates electronic recording machine to record court proceedings.

Receives and records court revenue and may maintain and prepare other financial records and reports as required.

Performs related work as required.

DESIRABLE EDUCATION AND EXPERIENCE
Graduation from high school and two years court clerical experience; or any equivalent combination of education and experience which provides the following knowledge, abilities and skills:

KNOWLEDGE, SKILLS, AND ABILITIES
Knowledge of court procedures and policies, legal documents, statutes, and rules pertaining to the court.

Knowledge of the organization, operations, functions, and scope of authority of the court or activity to which assigned.

Knowledge of effective and efficient office practices and procedures.

Ability to understand and follow oral and written instructions.

Ability to make work decisions in accordance with laws, regulations, and policies and procedures.

Ability to maintain a variety of records and prepare reports from such records.

Ability to establish and maintain effective working relationships with others.

Skill in the operation of a computer and other standard office equipment.

SPECIAL REQUIREMENT
Must successfully pass a criminal records check

DISCLAIMER STATEMENT
This position description represents general duties and is not intended to list every specific function of this position

JOB DESCRIPTION

SENIOR COURT OPERATIONS SPECIALIST - Regular, full-time position working in the New Hampshire Court System, subject to the sufficient and continued funding of the Judicial Branch by the Legislature.

DEFINITION OF WORK

This is full time experienced clerical work in the New Hampshire Court System. Work involves performing a variety of clerical functions and requires exercising considerable independent judgment. Individuals in this class recommend procedures and interpret rules and regulations. Persons in this class are distinguished from Court Operations Specialist by the need for considerable specialized knowledge, the limited supervisory review of work, the moderate to high consequence of error, and regular interaction with the public, bar, agencies, other courts, and units of government. Persons in this class also have limited courtroom responsibility, signature authority, scheduling responsibility, and may regularly supervise up to one full-time Court Operations Specialist or have occasional supervision of more than one full time court operations specialist. Employees in this position may be required to travel during the regular course of business, and are subject to transfer or reassignment at the discretion of the Administrative Judge.

REPORTING LINES

This position will report to the Clerk of Court or his/her designee and will have limited supervisory responsibilities over subordinate court operations specialists.

ESSENTIAL FUNCTIONS (EXAMPLES OF WORK PERFORMED)

(Any one position may not include all of the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

Opens, date stamps, sorts and distributes mail.

Checks and reviews incoming and outgoing documents for completeness and accuracy of information; assigns general case categories and processes documents as required in accordance with the court rules.

Assigns docket numbers and records information as required in the appropriate files.

Files court records using chronological, alphabetical, and numerical filing systems; retrieves and distributes files for court personnel, the public, and attorneys.

Type notices, orders and decrees, correspondence, hearing and trial lists.

Answers telephone, prepares copies, and assists the public.

Prepares summonses, notices, warrants, subpoenas and similar processes; computes applicable dates for service and return of service, affixes court seal, and prepares copies of documents.

Operates electronic recording machine; serves as courtroom clerk as required; prepares juror lists, and performs related work relative to questionnaires, summonses, appearances, and payment of jurors. Schedules trials, hearings, continuances and other matters.

Answers inquiries and furnishes information by reviewing court records.
Performs a variety of bookkeeping functions which may include receipt and disbursement of revenues, journal maintenance, bank reconciliation, and preparation of financial reports.

Signs court documents as required in the absence of the clerk.

Performs limited supervision of up to one full-time lower-level court operations specialist including assignment of work, responding to questions, and limited training.

Performs related work as required.

DESIRABLE EDUCATION AND EXPERIENCE
Graduation from high school and five years court clerical experience; or any equivalent combination of education and experience which provides the following knowledge, abilities and skills:

KNOWLEDGE, SKILLS, AND ABILITIES
Considerable knowledge of court procedures and policies, legal documents laws and legal factors pertaining to the court.

Considerable knowledge of court organization, operations, functions.

Considerable knowledge of effective and efficient office practices and procedures.

Ability to understand and follow oral and written instructions.

Ability to make work decisions in accordance with laws, regulations, policies and procedures.

Ability to maintain a variety of complex records and prepare reports from such records.

Ability to plan, assign, and supervise the work of a subordinate employee.

Ability to express ideas concisely and clearly, orally and in writing.

Ability to establish and maintain effective working relationships with others.

Skill in the operation of a computer, typewriter and other standard office equipment.

SPECIAL REQUIREMENT:
Must successfully pass a criminal record check.

DISCLAIMER STATEMENT:
This position description represents general duties and is not intended to list every specific function of this position.

JOB DESCRIPTION

COURT OPERATIONS SUPERVISOR– Regular, full-time position working in the New Hampshire Judicial Branch, subject to the sufficient and continued funding of the Judicial Branch by the Legislature.

DEFINITION OF WORK

This is experienced clerical and supervisory work in the New Hampshire Judicial Branch. Work involves performing or supervising a variety of clerical functions which requires the exercise of considerable judgment and a demonstrated ability to interpret and apply court rules and applicable statutes and to recommend and implement improved operating procedures. Positions in this class are distinguished from the Senior Court Operations Specialist by supervision of two or more full-time court operations specialists including assignment of work, review or work, answering routine questions, and training. Employees in this position may be required to travel during the regular course of business, and are subject to transfer or reassignment at the discretion of the Administrative Judge.

REPORTING LINES

This position reports to the Clerk of Court and has direct supervisory responsibility over multiple subordinate court operations specialists.

EXAMPLES OF WORK SUPERVISED/PERFORMED

(Any one position may not include all of the duties listed, nor do the examples cover all of the duties which may be supervised or performed.)

Opens, date stamps, sorts and distribute mail.

Checks and reviews incoming and outgoing documents for completeness and accuracy of information; assigns general case categories and processes documents as required in accordance with court rules.

Assigns docket numbers and records information as required in the appropriate files.

Files court records using chronological, alphabetical, and numerical filing systems; retrieves and distributes files for court personnel, the public, and attorneys.

Types notices, orders and decrees, correspondence, hearing and trial lists.

Answers telephone, prepares copies and assists the public.

Prepares summonses, notices, warrants, subpoenas and similar processes; computes applicable dates for service and return of service; affixes court seal, and prepares copies of documents.

Operates electronic recording machine, serves as courtroom clerk as required; prepares juror lists and performs related work relative to questionnaires, summonses, appearances and payment of jurors.

Schedules trials, hearings, continuances, and other matters.

Answers inquiries and furnishes information by reviewing court records.

Performs a variety of bookkeeping functions, which may include receipt, and disbursement of revenues, journal maintenance, bank reconciliation, and preparation of financial reports.

Signs court documents as required in the absence of the clerk.

Performs regular supervision of two or more full-time lower-level court operations specialists including assignment of work, responding to questions, and limited training.

Performs related work as required.

DESIRABLE EDUCATION AND EXPERIENCE

Associate's degree in business administration or related field with five years' court experience and supervisory experience; or any equivalent combination of education and experience that provides the following knowledge, abilities, and skills:

Considerable knowledge of court procedures and policies, legal documents, laws and legal factors pertaining to the court.

Considerable knowledge of court organization, operations and functions.

Considerable knowledge of effective and efficient office practices and procedures.

Ability to understand and follow oral and written instructions.

Ability to make work decisions in accordance with laws, regulations, policies and procedures.

Ability to maintain a variety of complex records and prepare reports from such records.

Ability to plan, assign, and supervise the work of a subordinate employee.

Ability to express ideas concisely and clearly, orally and in writing.

Ability to establish and maintain effective working relationships with others.

Skill in the operation of a computer, typewriter and other standard office equipment.

SPECIAL REQUIREMENT

Must successfully pass a criminal records check

DISCLAIMER STATEMENT

This position description represents general duties and is not intended to list every specific function of this position.

JOB DESCRIPTION

CASE MANAGER – Regular, full-time position working in the New Hampshire Court System, subject to the sufficient and continued funding of the Judicial Branch by the Legislature.

DEFINITION OF WORK

This is experienced administrative, clerical and public relations work in the New Hampshire Court System. Work involves managing individual domestic cases with an emphasis on divorce and parenting actions, filed in the Circuit Court to ensure that they are processed in an efficient and timely manner. The Case Manager will provide information to pro se litigants that will help them complete court documents and understand the judicial process particularly with respect to child support issues. This person will assist judges and masters by ensuring that cases and litigants are prepared for hearings as scheduled. Individual must be available to travel to other court locations as assigned.

The Case Manager must maintain an understanding and working knowledge of the various statutes, administrative policies, child support guidelines, and rules and procedures relating to the Circuit Court operations. Work is performed with considerable latitude for the exercise of independent judgment. The person in this position must maintain an effective and cooperative working relationship with members of the legal profession, social service agency personnel, staff, and judicial personnel.

REPORTING LINES

This position reports to the Clerk of Court and/or on-site supervisor and has no employees under his/her direct supervision.

ESSENTIAL FUNCTIONS (EXAMPLES OF WORK PERFORMED)

(Any one position may not include all of the duties listed, nor do the examples cover all the duties, which may be performed.)

Ensure that litigants receive education and assistance in the court process and in completing documents.

Conduct in-person conferences with pro se litigants to ensure that they have completed all necessary steps (forms) and are ready for hearings.

Foster communication between a pro se litigant and counsel representing the other litigant.

Ensure that all financial information is gathered, organized and exchanged prior to the hearing, so that the time spent before the judge/master is used efficiently.

Schedule cases, file court documents, maintain records of court proceedings, and performs related duties as required.

Assist judges/masters/child support referees on hearing days.

Ensure that the court is accessible to pro se litigants and all who need the services of the court; identify cases that require judicial attention; direct litigants to mediation and other services.

Exercise sound independent judgment and initiative, while maintaining an effective and cooperative working relationship with staff, judicial officers, members of the bar and other social service agency personnel who work in the court system.

Coordinate mediation in appropriate cases and monitor progress on cases referred to mediation. Interface with mediators for scheduling purposes and to ensure court procedures and expectations are met.

Work with local service providers to develop community programs needed by users of the family division.

Keep daily, weekly, and/or monthly time sheets.

Assist with child support project record keeping, data compilation, and report generation.

DESIRABLE EDUCATION AND EXPERIENCE

Bachelor's Degree, with five to ten years' experience in a judicial setting above the entry level, preferably in family law case processing. College training or experience in social work or counseling is desirable.

KNOWLEDGE, SKILLS, AND ABILITIES

Thorough knowledge of court procedures, policies, legal documents, court organization, operations and functions is required.

Thorough knowledge of the NH Child Support Guidelines, including the ability to calculate guideline support amount.

Thorough knowledge of the procedures involved with requesting, establishing, and modifying child support orders.

Demonstrated ability to perform work with considerable latitude while exercising independent judgment.

Ability to express ideas clearly and concisely, orally and in writing.

SPECIAL REQUIREMENTS

Must successfully pass a criminal records check.

DISCLAIMER STATEMENT

This position description represents general duties and is not intended to list every specific function of this position.

JOB DESCRIPTION

INFORMATION CENTER REPRESENTATIVE I - Regular, part-time position working in the New Hampshire Court System, subject to the sufficient and continued funding of the Judicial Branch by the Legislature.

DEFINITION OF WORK

This is experienced, administrative, telephone and computer-based work in the New Hampshire Court System. Work involves providing answers to general and specific case related questions to self-represented parties, attorneys and others. The Representative will assist callers by telephone and possibly by electronic means.

The Information Center Representative I must acquire and maintain an understanding and working knowledge of court process regarding case types and administrative policies, Odyssey case management data entry, and rules and procedures related to court operations. The ICR I must understand the impact of attitude in handling calls professionally and must effectively deal with distressed callers. The person in this position must maintain effective and cooperative working relationships with members of the legal profession, social service agency personnel, court personnel and the general public. This position requires accurate clerical data entry for call follow-up recording purposes and may require performance of other centralized clerical functions as needed. Individuals in this position may be required to travel to other locations as a necessary requirement of the position. Individuals in this position are subject to transfer or reassignment.

This position is distinguished from the Information Center Representative II position by the training and coaching responsibilities of the amount of court experience possessed, and the amount of knowledge of court policies, rules, procedures and forms.

REPORTING LINES

The Information Center Representative reports to the Information Center Manager and has no employees under his/her direct supervision.

ESSENTIAL FUNCTIONS (EXAMPLES OF WORK PERFORMED)

(Any one position may not include all of the duties listed, nor do the examples cover all the duties which may be performed.)

Supports and provides superior telephone service by responding to questions directed to the Information Center.

Works collaboratively with other Information Center personnel to resolve caller inquiries. Works collaboratively with court staff to clarify information and provide information to callers.

Maintains confidentiality related to cases and parties.

Identifies and responds to priority issues raised by callers.

Uses questioning and listening skills that support effective telephone communication.

Applies elements of building positive rapport with different types of callers.

Incorporates appropriate voice skills to enhance positive telephone dialogue.

Processes calls efficiently and respectfully and in keeping with the required timeframes.

Effectively identifies calls requiring further information and facilitates transfer to local courts by accurately summarizing callers' inquiries for the local court staff.

Recognizes and documents trends in calls.

Maintains professional knowledge and stays current on changing forms and court procedures.

Performs various tasks and related duties, as needed, to meet goals of excellent customer service.

Identifies local court data entry consistencies and inconsistencies which impact availability of accurate and timely information for callers.

Enters data for call follow-up recording purposes.

Potentially sends written correspondence via email, fax, regular mail, or other forms of communication to court users in response to inquiries.

Position may require performance of other centralized clerical functions as needed.

Exercises good judgment in the performance of duties.

Performs other duties as assigned.

DESIRABLE EDUCATION AND EXPERIENCE

High School diploma, with Information Center or customer service experience

KNOWLEDGE, SKILLS, AND EXPERIENCE

Must have excellent interpersonal, listening and customer service skills that support effective telephone communication.

Must have excellent problem analysis and problem solving skills.

Must be able to express ideas clearly and concisely, both orally and in writing.

Must be proficient in the use of computers, web based systems, and with accessing and directing callers to information as needed from internet websites.

Must have excellent organizational skills with the ability to prioritize and meet deadlines effectively.

Must display time flexibility towards shifts as Information Center workload requirements change.

Must use an effective approach in handling telephone tasks such as call transfers, call backs, hold, interruptions and unintentional disconnects.

Bi-lingual skills are beneficial.

SPECIAL REQUIREMENTS
Must successfully pass a criminal record check.

DISCLAIMER STATEMENT
This position description represents general duties and is not intended to list every specific function of this position.

JOB DESCRIPTION

INFORMATION CENTER REPRESENTATIVE II - Regular, full-time position working in the New Hampshire Court System, subject to the sufficient and continued funding of the Judicial Branch by the Legislature.

DEFINITION OF WORK

This is experienced, administrative, telephone and computer-based work in the New Hampshire Court System. Work involves providing answers to general and specific case related questions to self-represented parties, attorneys and others. The Representative will assist callers by telephone and possibly by electronic means.

The Information Center Representative II must possess and maintain an understanding and working knowledge of court process regarding case types and administrative policies, Odyssey case management data entry, and rules and procedures related to court operations. The ICR II must understand the impact of attitude in handling calls professionally and must effectively deal with distressed callers. The ICR II plays a key role in training and coaching Information Center Representatives. The person in this position must maintain effective and cooperative working relationships with members of the legal profession, social service agency personnel, court personnel and the general public. This position requires accurate clerical data entry for call follow-up recording purposes and may require performance of other centralized clerical functions as needed. Individuals in this position may be required to travel to other locations as a necessary requirement of the position. Individuals in this position are subject to transfer or reassignment.

This position is distinguished from the Information Center Representative I position by the training and coaching responsibilities, the amount of court experience possessed, and the amount of knowledge of court policies, rules, procedures and forms.

REPORTING LINES

The Information Center Representative reports to the Information Center Manager and has no employees under his/her direct supervision.

ESSENTIAL FUNCTIONS (EXAMPLES OF WORK PERFORMED)

(Any one position may not include all of the duties listed, nor do the examples cover all the duties which may be performed.)

Supports and provides superior telephone service by responding to questions directed to the call center.

Works collaboratively with other call center personnel to resolve caller inquiries.

Works collaboratively with court staff to clarify information and provide information to callers.

Maintains confidentiality related to cases and parties.

Identifies and responds to priority issues raised by callers.

Uses questioning and listening skills that support effective telephone communication.

Applies elements of building positive rapport with different types of callers.

Incorporates appropriate voice skills to enhance positive telephone dialogue.

Processes calls efficiently and respectfully and in keeping with the required timeframes.

Effectively identifies calls requiring further information and facilitates transfer to local courts by accurately summarizing callers' inquiries for the local court staff.

Recognizes and documents trends in calls.

Maintains professional knowledge and stays current on changing forms and court procedures.

Performs various tasks and related duties, as needed, to meet goals of excellent customer service.

Identifies local court data entry consistencies and inconsistencies which impact availability of accurate and timely information for callers.

Trains and coaches' new Information Center Representatives and new court employees as requested.

Enters data for call follow-up recording purposes

Potentially sends written correspondence via email, fax, regular mail or other forms of communication to court users in response to inquiries.

Position may require performance of other centralized clerical functions as needed.

Exercises good judgment in the performance of duties.

Performs other duties as assigned.

DESIRABLE EDUCATION AND EXPERIENCE

High School diploma, with five years' experience in court case processing; or any equivalent combination of education and experience which provides the following knowledge, abilities and skills:

KNOWLEDGE, EXPERIENCE, AND ABILITIES

Must have excellent interpersonal, listening and customer service skills that support effective telephone communication.

Must have excellent problem analysis and problem solving skills.

Must possess thorough knowledge of court procedures, policies, court organization, operations and functions.

Must be able to express ideas clearly and concisely, both orally and in writing.

Experience dealing effectively with court users, sometimes in difficult situations, is required.

Must be proficient in the use of the Odyssey case management system, and with accessing and directing callers to information as needed from internet websites.

Must have excellent organizational skills with the ability to prioritize and meet deadlines effectively.

Must display time flexibility towards shifts as call center workload requirements change.

Must use an effective approach in handling telephone tasks such as call transfers, call backs, hold, interruptions and unintentional disconnects.

Bi-lingual skills are beneficial.

SPECIAL REQUIREMENTS

Must successfully pass a criminal record check.

DISCLAIMER STATEMENT

This position description represents general duties and is not intended to list every specific function of this position.

JOB DESCRIPTION

INFORMATION CENTER SPECIALIST - Regular, full-time position working in the New Hampshire Court System, subject to the sufficient and continued funding of the Judicial Branch by the Legislature.

DEFINITION OF WORK

This is experienced, administrative, telephone and computer-based work in the New Hampshire Court System. Work involves providing answers to general and specific case related questions for all case types in Circuit Court and Superior Court, including questions on e-Filing to self-represented parties, attorneys and others. The Specialist assists callers via telephone and electronic means. The Specialist also serves in a leadership role when training and coaching other Information Center Representatives.

The Information Specialist must possess a working knowledge of court processes, all court case types, administrative policies, Odyssey case management data entry, rules, and procedures related to court operations. Must handle calls professionally and effectively with distressed callers. Must maintain effective and cooperative working relationships with members of the legal profession, social service agency personnel, court personnel and the general public. Requires accurate data entry for call follow-up. May be required to travel to other locations as necessary. Individuals in this position are subject to transfer or reassignment at the discretion of the Administrative Judge. May perform other centralized clerical functions as needed.

This position is distinguished from the Information Center Representative II by the depth of court experience possessed and by the amount of knowledge of court policies, rules, procedures and forms, particularly with regard to superior court.

REPORTING LINES

Reports to the Information Center Manager and has no direct supervisory responsibilities; however, this position will assist the Information Center Manager with the training and coaching of several Information Center Representative I's and II's.

EXAMPLES OF WORK PERFORMED

(Any one position may not include all of the duties listed, nor do the examples cover all the duties which may be performed.)

Serves as the subject matter expert for development of information center curricula, materials/manuals, and trainings for employees, and informational materials for the public; serves as a resource for questions pertaining to cases in the Circuit and Superior courts.

Works closely with the Call Center Manager, Circuit Court and Superior Court Administrators, and Court Service Representatives to maintain skills in and knowledge of Circuit and Superior court case types and case processing expectations.

Provides superior service responding to questions directed to the Information Center.

Works collaboratively with other Information Center personnel to resolve caller inquiries.

Works collaboratively with court staff to clarify information and provide information to callers.

Maintains confidentiality related to cases and parties.

Identifies and responds to priority issues raised by callers.

Uses questioning and listening skills that support effective telephone communication.

Builds positive rapport with all different types of callers.

Processes calls efficiently and respectfully within the required timeframes.

Identifies calls requiring further information and facilitates transfer to local courts; accurately summarizes caller inquiries for the local court staff.

Recognizes and documents trends in calls.

Maintains professional knowledge and stays current on forms and court procedures.

Performs various tasks and related duties, as needed, to meet goals of excellent customer service.

Identifies and addresses local court data entry inconsistencies that impact accuracy and availability of information.

Trains and coaches new and existing Information Center Representatives and court employees as requested.

Enters data for call follow-up purposes.

May respond to court user inquiries via telephone, email, fax, regular mail, or other means of communication.

May perform other centralized clerical functions as needed.

Exercises good judgment in the performance of duties.

Performs other duties as assigned.

DESIRABLE EDUCATION AND EXPERIENCE

Bachelor's degree and one to three years' experience in court case processing, or high school diploma or equivalent, with five to seven years' experience in court case processing or any equivalent combination of education and experience which provides the following:

KNOWLEDGE, SKILLS, AND ABILITIES

Circuit and Superior court case processing experience.

Excellent interpersonal, listening and customer service skills that support effective telephone communication.

Excellent problem analysis and problem solving skills.

Thorough knowledge of court procedures, policies, court organization, operations and functions in the Circuit and Superior courts

Ability to train/assist other Information Center Representatives in issues pertaining to Circuit and Superior courts; effective training and presentation skills with the ability to deliver information in a dynamic and understandable manner

Ability to prepare Information Center training materials and public information materials related to Circuit and Superior courts.

Ability to express ideas clearly and concisely, both orally and in writing.

Ability to deal effectively with court users, sometimes in difficult situations.

Proficient in the use of the Odyssey case management system, and with accessing and directing callers to information as needed from internet websites.

Proficient in the use of computers and web-based systems, and with accessing and directing callers to information available on websites.

Excellent organizational skills, including the ability to prioritize tasks and meet deadlines.

Flexibility in scheduled shifts as Information Center workload requirements change.

Ability to effectively handle telephone tasks such as call transfers, call backs, hold, interruptions and unintentional disconnects.

Bi-lingual skills are beneficial.

SPECIAL REQUIREMENTS

Must successfully pass a criminal record check.

DISCLAIMER STATEMENT

This position description represents general duties and is not intended to list every specific function of this position.

JOB DESCRIPTION

DOMESTIC VIOLENCE REGISTRY ASSISTANT – Regular, part-time position working at the Trial Court Center in Concord, NH, subject to the sufficient and continued funding of the Judicial Branch by the Legislature.

DEFINITION OF WORK

This is general clerical work in the New Hampshire Court System. Work involves performing varied clerical functions requiring the application of independent judgment and quality assurance. Assists with the electronic accessibility of information specific to electronic registries by entering data submitted by the courts into law enforcement databases. Requires limited interpretation of routine policies, practices, and rules. Advice and assistance will normally be provided as requested; however most functions are performed with minimum supervision. Employees in this position are subject to transfer or reassignment at the discretion of the Circuit Court Administrative Judge.

REPORTING LINES

This position reports to the Domestic Violence Program Manager and will have no supervisory responsibility.

EXAMPLES OF WORK PERFORMED

(Any one position may not include all of the duties listed, nor do the examples cover all the duties, which may be performed.)

Assists with data entry of court-submitted electronic registries into state law enforcement databases, ensuring accuracy and timeliness of the data submitted.

Assists with reviewing incoming and outgoing documents, both electronic and paper copy, for completeness and accuracy of information.

Responds to and initiates telephone and email inquiries, prepare copies, and assists court and law enforcement officials.

Records information as required in the appropriate files.

Files court records using chronological, alphabetical, and numerical filing systems; retrieves and distributes files for authorized court personnel.

Answers telephone, prepares copies, and emails and/or faxes documents.

Performs other related duties, as required.

DESIRABLE EDUCATION AND EXPERIENCE

Graduation from high school and two years clerical experience; or any equivalent combination of education and experience, which provides the following knowledge, abilities and skills:

Knowledge of court procedures and policies, legal documents, statutes, and rules pertaining to the court.

Knowledge of the organization, operations, functions, and scope of authority of the court or activity to which assigned.

Knowledge of effective and efficient office practices and procedures.

Ability to understand and follow oral and written instructions.

Ability to make work decisions in accordance with laws, regulations, and policies and procedures.

Ability to maintain a variety of records and prepare reports from such records.

Ability to establish and maintain effective working relationships with others.

Skill in the operation of a computer and other standard office equipment.

SPECIAL REQUIREMENTS

Must successfully pass a criminal record check.

Must be eligible to obtain certification to access law enforcement databases. Must maintain such certification.

WORK DEMANDS

This position requires primarily sedentary work, extensive keyboarding, considerable use of the telephone, continuous sitting, and occasional standing and walking; some lifting of up to 30 pounds required.

DISCLAIMER STATEMENT:

This position description represents general duties and is not intended to list every specific function of this position.

JOB DESCRIPTION

E-FILING CUSTOMER SERVICE COORDINATOR – Regular, full-time position working in the New Hampshire Court System, subject to the sufficient and continued funding of the Judicial Branch by the Legislature.

DEFINITION OF WORK

This is experienced professional, administrative, clerical and customer relations work in the New Hampshire Court System. Work involves assisting court customers with e-Filing for all current e-File case types in the Circuit Court. Current e-File case types are small claims, guardianship of incapacitated individuals, guardianship of minors, estates, name changes and district division civil cases, with additional case types to be included in the future. This position's work will consist of assisting court customers in-person, on the telephone, or through other reasonable means to successfully complete the required court documents and to seek understanding of the judicial branch e-Filing process.

The E-Filing Customer Service Coordinator must maintain a solid understanding and working knowledge of the various statutes, administrative policies, rules, and procedures relating to Court operations. Work is performed with the exercise of considerable independent judgment and minimal supervision. The person in this position must utilize excellent communication skills and maintain effective and cooperative working relationships with members of the legal profession, staff (including those on-site and off-site) judicial personnel and the general public. Individuals in this position may be required to travel during the regular course of business.

REPORTING LINES

The E-Filing Customer Service Coordinator reports to the Clerk of Court and has no employees under his/her direct supervision. The position is subject to transfer or reassignment at the discretion of the Administrative Judge if appropriate.

ESSENTIAL FUNCTIONS (EXAMPLES OF WORK PERFORMED)

(Any one position may not include all of the duties listed, nor do the examples cover all the duties that may be performed.)

Assists members of the public in-person or one the phone who use the e-Filing kiosks, to ensure they are able to successfully complete and file court documents electronically; identifies users' specific e-Filing needs and level of assistance required.

Explains overall court processes relative to the specific e-File case types to users of the e-Filing system; assists with developing informational materials and communications to educate the public about using the e-Filing system; makes recommendations for kiosk improvements statewide.

Schedules appointments with users who may need further assistance with e-Filing beyond the walk-in service or phone call.

Effectively balances the needs of those customers with an appointment, with those individuals who seek walk in service, by using sound judgment, effective time management, diplomacy, and exceptional in-person customer relations.

Demonstrates superior customer relations and service; exercises sound independent judgment and initiative, while maintaining effective and cooperative working relationships with staff, judicial personnel, members of the legal profession, social service agency personnel who work in the court system, and the general public.

Troubleshoots technical issues which users are having with the e-Filing system to diagnose file transmission and other related errors, offer technical solutions, and work with court personnel and vendors as appropriate.

Navigates effectively the Judicial Branch website and forms to assist customers. Supports and provides superior telephone service by responding to questions directed to e-Filing as part of the Information Center phone queue.

Uses questioning and listening skills that support effective communication in-person, and on the telephone.

Assists with training initiatives for new and experienced staff for e-filing processes and statewide uniformity in this area of work, where applicable.

Collaborates with the central Electronic Filing Center and Electronic Estates Filing Center to identify issues and generate solutions.

Assists with testing new and enhanced e-filing functionality and case types, where applicable.

Recognizes and documents trends where assistance is most commonly needed with e-Filers, which will be used to assist management in improving the e-Filing service.

May perform centralized, advanced level clerical functions as needed.

Maintains confidentiality related to cases and parties.

Performs other duties as assigned.

DESIRABLE EDUCATION AND EXPERIENCE

Bachelor's degree, with at least five years' experience in a judicial setting, preferably in Circuit Court case processing, including demonstrated customer service experience.

KNOWLEDGE, SKILLS, AND ABILITIES

Thorough knowledge of court procedures, policies, legal documents, court organization, operations and functions is required.

Knowledge of different court case types.

Knowledge of NH Judicial Branch computer applications and telephone software preferred.

Excellent interpersonal, listening and customer service skills that support effective communication.

Conflict resolution skills with the ability to reach productive outcomes in a positive manner.

Demonstrated ability to perform work with considerable latitude while exercising independent judgment.

Ability to express ideas clearly and concisely, both orally and in writing.

Ability to extensively interact with the public, sometimes in difficult situations.

Ability to analyze problems and develop meaningful solutions.

Bi-lingual skills beneficial.

SPECIAL REQUIREMENTS
Must successfully pass a criminal records check.

DISCLAIMER STATEMENT
This position description represents general duties and is not intended to list every specific function of this position.

JOB DESCRIPTION

SUPERIOR COURT E-FILING CENTER COORDINATOR - Regular, full-time position working in the New Hampshire Court System, subject to the sufficient and continued funding of the Judicial Branch by the Legislature.

DEFINITION OF WORK

This position involves experienced professional, administrative case management, and customer relations in the New Hampshire Judicial Branch. Work involves performing case management functions using the e-filing system. It also requires assisting statewide court staff with processing cases that are electronically filed in accordance with work flows. Work also involves assisting the Manager with the development of training materials for electronically filed cases, and conducting training sessions. Work also involves assisting court customers with e-Filing for all current e-File case types in the Superior Court. Current e-File case types are civil cases, with additional case types to be included in the future.

The e-Filing Center Coordinator must maintain a solid understanding and working knowledge of the various statutes, administrative policies, rules, and procedures relating to Court operations. The position involves limited discretion and will be guided by clear objective decision making criteria as listed in the various sources described above. Most functions are performed with minimum supervision. This position requires specialized knowledge of court processes. There is a greater consequence of error if work is not performed accurately. The person in this position must utilize excellent communication skills and maintain effective and cooperative working relationships with members of the legal profession, staff, judicial personnel and the general public. Individuals in this position may be required to travel during the regular course of business.

REPORTING LINES

The e-Filing Center Coordinator reports to the Superior Court E-Filing Center Manager and has no employees under his/her direct supervision. The position is subject to transfer or reassignment at the discretion of the Administrative Judge if appropriate.

ESSENTIAL FUNCTIONS (EXAMPLES OF WORK PERFORMED)

(Any one position may not include all of the duties listed, nor do the examples cover all the duties that may be performed.)

Perform centralized advanced case management functions that cannot be fully automated for electronically filed cases.
Supports and provides superior telephone service by responding to questions directed to the Superior Court e-Filing as part of the Information Center phone queue.

Explains overall court processes relative to the specific e-File case types to users of the e-Filing system; assists with developing informational materials and communications to educate the court staff and the public about using the e-Filing system.

Assists with training initiatives for new and experienced staff for e-filing processes and statewide uniformity in this area of work, including the development of training materials.

Assists with testing new and enhanced e-filing functionality and case types. Recognizes and documents trends where assistance is most commonly needed with e-Filers, which will be used to assist management in improving the e-Filing service.

Assists with troubleshooting and diagnosing technical issues for e-Filing users. Works closely with court personnel and vendors to achieve a solution.

Assists members of the public who use the court e-Filing kiosks, to ensure they are able to successfully complete and file court documents electronically; identifies users' specific e-Filing needs and level of assistance required.

Demonstrates superior customer relations and service; exercises sound independent judgment and initiative, while maintaining effective and cooperative working relationships with staff, judicial personnel, members of the legal profession, social service agency personnel who work in the court system, and the general public.

Maintains confidentiality related to cases and parties.

Performs other duties as assigned.

DESIRABLE EDUCATION AND EXPERIENCE

Bachelor's degree, with at least five years' experience in a judicial setting, preferably in Superior Court case processing, including demonstrated customer service experience.

KNOWLEDGE, SKILLS, AND ABILITIES

Demonstrated ability in bringing complex operational issues and/or automated system problems to a successful resolution.

Capacity to synthesize complex information and exercise sound judgment.

Manage and take responsibility of assigned duties and special projects.

Ability to balance the demands of varying workload responsibilities and deadlines.

Thorough knowledge of court procedures, policies, legal documents, court organization, operations and functions is required.

Knowledge of different Superior Court case types.

Knowledge of NH Judicial Branch computer applications preferred.

Accuracy and attention to detail. Ability to express ideas clearly and concisely, both orally and in writing.

Bi-lingual skills beneficial.

SPECIAL REQUIREMENTS

Must successfully pass a criminal records check.

DISCLAIMER STATEMENT

This position description represents general duties and is not intended to list every specific function of this position.

State of New Hampshire
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

STATE EMPLOYEES ASSOCIATION OF N.H.,
SEIU, LOCAL 1984

CASE NO. G-0102-1
DECISION NO. 2009-133

AND

NEW HAMPSHIRE JUDICIAL BRANCH

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

Pursuant to the authority vested in the Board by the Public Employee Labor Relations Act, (RSA 273-A) and in accordance RSA 273-A:1, XII; 273-A:10, IX; and Pub 301.05, IT IS HEREBY CERTIFIED that the State Employees Association of N.H., SEIU Local 1984 has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their representative for purposes of collective negotiations and settlement of grievances.

UNIT: All full time Court Assistants (Grades II, III and IV), Courtroom Clerks, Case Managers; Service Center Coordinators, Child Impact Specialists, Family Division Case Managers, Family Division Court Assistant II and Family Division Court Assistant III employed by the New Hampshire Judicial Branch

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the exclusive representative named herein on terms and conditions of employment for the members of the bargaining unit, as herein described, and shall recognize the right of such exclusive representative to represent employees in the settlement of grievances.

June 30, 2009.

Douglas L. Ingersoll, Esq.
Hearing Officer

Distribution:
Glenn R. Milner, Esq.
Howard J. Zibel, Esq.

Appendix N

AMENDED CERTIFICATION

State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

State Employees Association of New Hampshire, SEIU Local 1984

v.

New Hampshire Judicial Branch

Case No. G-0102-2
Decision No. 2011-096

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

Pursuant to RSA 273-A and PELRB Decision No. 2011-095 granting the Association's petition for modification, the existing certification set forth in PELRB Decision No. 2009-133 is amended; and it is hereby certified that the State Employees' Association of NH, SEIU Local 1984 is the exclusive representative of the employees of the above named public employer, in the unit described below, for purposes of collective negotiations and settlement of grievances.

UNIT: All full time and part time Court Assistants (Grades II, III and IV), Courtroom Clerks, Case Managers, Service Center Coordinators, Child Impact Specialists, Family Division Case Managers, Family Division Court Assistant II, Family Division Court Assistant III, and Juvenile Intake Officer employed by the New Hampshire Judicial Branch.

Further, it is ordered that the above named public employer shall negotiate with the exclusive representative named herein on terms and conditions of employment for the members of the bargaining unit, as herein described, and shall recognize the right of such exclusive representative to represent employees in the settlement of grievances.

April 6, 2011

Karina A. Mozgovaya, Esq.
Staff Counsel/Hearing Officer

Distribution:
John S. Krupski, Esq.
Howard Zibel, Esq.

AMENDED CERTIFICATION

State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

State Employees' Association of New Hampshire, SEIU Local 1984

v.

New Hampshire Judicial Branch

Case No. G-0102-3
Decision No. 2011-281

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

Pursuant to RSA 273-A and PELRB Decision No. 2011-280 granting the Association's petition for modification, the existing certification set forth in PELRB Decision No. 2011-096 is amended; and it is hereby certified that the State Employees' Association of NH, SEIU Local 1984 is the exclusive representative of the employees of the above named public employer, in the unit described below, for purposes of collective negotiations and settlement of grievances.

UNIT: All full time and part time Court Assistants (Grades II, III, and IV), Courtroom Clerks, Case Managers, Service Center Coordinators, Child Impact Specialists, Family Division Case Managers, Family Division Court Assistants II, Family Division Court Assistants III, Juvenile Intake Officers, Call Center Representatives I, Call Center Representatives II, and Call Center Representatives III.

Further, it is ordered that the above named public employer shall negotiate with the exclusive representative named herein on terms and conditions of employment for the members of the bargaining unit, as herein described, and shall recognize the right of such exclusive representative to represent employees in the settlement of grievances.

November 9, 2011

Karina A. Mozgovaya, Esq.
Staff Counsel/Hearing Officer

Distribution:
John S. Krupski, Esq.
Howard Zibel, Esq.

Appendix N

State of New Hampshire
Public Employee Labor Relations Board

State Employees' Association of NH, SEIU Local 1984

and

New Hampshire Judicial Branch

Case No. G-0102-4
Decision No. 2018-219

Modification of Certified Bargaining Unit

Pursuant to RSA 273-A and PELRB Decision No. 2018-218 granting the Union's petition for modification, the existing certification, set forth in PELRB Decision 2011-281 (November 9, 2011), is amended; and it is hereby ordered that the composition of the modified bargaining unit, represented by the State Employees' Association of NH, SEIU Local 1984 for purposes of collective negotiations and settlement of grievances, is as follows:

Unit: All full time and part time Court Assistants (Grades II, III, and IV), Courtroom Clerks, Case Managers, Service Center Coordinators, Child Impact Specialists, Family Division Case Managers, Family Division Court Assistants II, Family Division Court Assistants III, Juvenile Intake Officers, Call Center Representatives I, Call Center Representatives II, Call Center Representatives III, Electronic Registries Assistants I, e-Filing Customer Service Coordinators, and Superior Court e-Filing Center Coordinators.

New Hampshire Judicial Branch shall negotiate with the State Employees' Association of NH, SEIU Local 1984 as exclusive representative on the terms and conditions of employment for the members of the bargaining unit and shall recognize the right of the State Employees' Association of NH, SEIU Local 1984 to represent employees in the settlement of grievances.

So ordered.

Date: 12/19/2018

Karina A. Lange, Esq.
Staff Counsel/Hearing Officer

Distribution: Gary Snyder, Esq.
Mary Ann Dempsey, Esq.

State of New Hampshire
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

State Employees Association, SEIU Local 1984

Petitioner

and

Administrative Office of the Courts

Respondent

Case No. S-0427

Decision No. 2006-050

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

Pursuant to the authority vested in the Board by the Public Employee Labor Relations Act, (RSA 273-A) and in accordance RSA 273-A:10 and Pub 303, IT IS HEREBY CERTIFIED that the State Employees Association, SEIU Local 1984, has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their representative for purposes of collective negotiations and settlement of grievances.

UNIT: All full-time court monitors/assistants employed by the Judicial Branch.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the exclusive representative named herein on terms and conditions of employment for the members of the bargaining unit, as herein described, and shall recognize the right of said exclusive representative to represent employees in the settlement of grievances.

Signed this 20th day of March, 2006.

DONALD E. MITCHELL, ESQ.
Executive Director

Distribution: Brad Asbury, Organizer SEIU Local 1984
Howard J. Zibel, Esq., General Counsel

MAR 23 2006

Appendix O

The State of New Hampshire

ADMINISTRATIVE OFFICE OF THE COURTS

NH JUDICAL BRANCH
SUPPLEMENTAL SICK LEAVE

Plan

The New Hampshire Judicial Branch ("Branch") hereby establishes a Supplemental Sick Leave Plan ("Plan") that allows court employees to donate sick leave to a centralized Supplemental Sick Leave Bank ("Bank") for the use of court employees who have exhausted their own accumulated leave balances.

Eligibility

The Branch acknowledges that there are circumstances in which court employees may utilize all accumulated leave time as a result of a medical emergency. A medical emergency is defined as a medical condition of the employee that is likely to require an employee to be absent or expected to be absent from duty for a prolonged period and to result in a substantial loss of income. A substantial loss of income is defined as an expected absence without available paid leave of at least 24 work hours for a full-time employee (pro-rated for a part-time employee) because of the employee's lack of available paid leave. For those circumstances, the Branch will allow a court employee to apply for Supplemental Sick Leave, subject to approval by the Supplemental Sick Leave Committee ("Committee").

Eligible employees are non-judicial employees, including law clerks, who are eligible to accrue their own leave time. Per diem Court Security Officers, temporary employees, contractual employees, and employees who are receiving Worker's Compensation benefits are not eligible to donate to or receive hours from the Bank.

Conditions

The Committee shall consider only those instances where an employee has a medical emergency. An employee's absence from work for at least 24 hours due to pregnancy and/or recovery from childbirth constitutes a *medical emergency* for purposes of supplemental sick leave. Childbirth shall be considered a medical emergency for a period of up to 6 or 8 weeks, dependent upon the method of delivery, and an employee affected by childbirth shall be eligible to apply for supplemental sick leave. Supplemental sick leave shall not apply towards periods of child-bonding beyond the first 6 or 8 weeks post-partum.

The supplemental sick leave requested by an employee must be for a defined period of time.

All court employees have a responsibility to prudently manage their own leave accruals to provide for coverage of ordinary illnesses and injuries. The Committee will consider the past management of leave time by the requesting employee when evaluating the request.

A court employee must exhaust, or expect to exhaust, all accrued leave time prior to receiving supplemental sick leave. Accrued leave includes sick leave, annual leave, administrative leave, bonus days, and compensatory time.

Supplemental sick leave will only be granted for medical emergencies that is likely to require an employee to be absent or expected to be absent from duty for a prolonged period and to result in a substantial loss of income. Supplemental sick leave will not be granted for common or minor illnesses, injuries, impairments or physical or mental conditions.

Application Process

Court employees applying for supplemental sick leave from the Bank may request no more than 90 days (675 hours) in any one application. There is no limit on the number of times a court employee may apply to the Committee for consideration.

The administrative authority, or designee, of the requesting employee will be asked if there are any special circumstances or conditions that should be part of the request. Additionally, the administrative authority will be asked if there are any accommodations that would allow the employee to remain working or return to work earlier. The administrative authority's recommendation will be made known to Human Resources and the Committee.

The employee's physician or medical practitioner will be required to fill out a form providing information regarding the medical condition to the Committee. The employee's request, the administrative authority's recommendation, and the medical information will be forwarded to the Committee, which will approve or deny the request in whole or in part.

The Human Resources Department shall communicate the Committee's decision to the requesting employee.

A subsequent request for additional supplemental sick leave from the Bank may be forwarded from the court employee to the Human Resources Department, stating the reason(s) for the request and the amount of additional sick leave requested, following the same procedure as the initial request.

The Application

The Application for Supplemental Sick Leave is a three-step process and includes three forms:

The first step requires the court employee, or his/her designee, to complete **Part I** of the **Application for Supplemental Sick Leave** form. No third party applications or recommendations will be considered.

The second step requires the administrative authority, or his/her designee, to complete **Part II** of the **Application for Supplemental Sick Leave.**

The third step requires the employee's physician or medical practitioner to complete **Part III** of the **Application for Supplemental Sick Leave,** providing the Committee with information regarding the medical condition of the requesting employee.

Donations to Supplemental Sick Leave Bank

If an employee wishes to donate time from their own accumulated sick leave, such request must be made in writing to the Human Resources Department, and the employee must identify the number of hours they wish to donate to the Bank. Once notified, the Human Resources Department will transfer the hours from the donating employees' sick leave accounts to the Bank for use by the requesting employee.

Committee

The Committee shall be comprised of one representative each from: Supreme Court; Superior Court; District, Probate, and Family divisions of the Circuit Court; and the Administrative Office of the Courts. The representative from the Supreme Court shall be appointed by the Chief Justice; the representatives from the Superior Court and the Circuit Court divisions shall be appointed by the respective Administrative Judge; and the representative from the Administrative Office of the Courts shall be appointed by the Director. In addition, the Committee shall have one representative who is a member of the Judicial Branch bargaining unit represented by the State Employees' Association (SEA) of NH, SEIU Local 1984. The representative shall be appointed by the SEA's Judicial Branch Labor Management Committee members, and shall be approved by the Chief Justice of the Supreme Court and the members of the Judicial Branch's Administrative Council.

The Human Resources Department, or designee, shall call meetings when necessary. The members of the Committee shall serve one-year terms and shall be eligible for reappointment by their Administrative Judge. The Human Resources Manager, or designee, shall provide staff to the Committee and shall not have voting rights.

Confidentiality

The members of the Committee shall maintain the confidentiality of all information disclosed to them as members of the NH Judicial Branch Supplemental Sick Leave Committee. Any breach of the duty of confidentiality shall result in removal of the offending member from the Committee and may result in discipline under the Judicial Branch Personnel Rules or the Collective Bargaining Agreement with the State Employees' Association of NH, SEIU Local 1984, up to and including discharge from employment with the Judicial Branch. The employee's Supplemental Sick Leave Application will be placed in the employee's confidential medical file.

Memorandum of Understanding
Between
The New Hampshire Judicial Branch and
The State Employees' Association of New Hampshire,
SEIU Local 1984

WHEREAS, the New Hampshire Judicial Branch ("Judicial Branch"), and the State Employees' Association of New Hampshire, SEIU Local 1984 ("SEA") (collectively "Parties"), are signatories to a collective bargaining agreement ("CBA") that has a duration of July 1, 2019 through June 30, 2023, or until a successor collective bargaining agreement is executed between the Parties, whichever is later; and

WHEREAS, the Judicial Branch has undertaken a branch-wide review, in conjunction with the Fair Labor Standards Act ("FLSA"), of updated employee job descriptions prepared as part of the Classification and Compensation Study completed in August 2021.

NOW THEREFORE, the Parties have agreed to the following:

1. The following bargaining unit positions are Non-Exempt for purposes of FLSA:
    a. Case Manager
    b. Court Assistant IV
    c. Court Monitor III
    d. Ct. Monitor/Assistant
    e. DV Registry Assistant
    f. E-Filing Customer Service Coordinator
    g. Information Center Specialist
    h. Service Center Coordinator
    i. Superior Ct. e-Filing Center Coordinator
    j. Supreme Court E-Filing Coordinator

2. NHJB agrees to provide at least 30 days' notice to the SEA and its impacted members as to the date of implementation. Such notice can be concurrent with the SEA period of voting, however, implementation is contingent upon an affirmative vote. All employees who hold these positions on March 24, 2023 ("Implementation Date") shall be reclassified to Non-Exempt status for payroll purposes and shall be eligible for overtime compensation under wage and hour laws. Employees in this group shall be considered Administrative Non-Exempt employees and be referred to as "grandfathered employees", for so long as they remain in the same position. These positions, as set forth in paragraph four, shall be referred to as "grandfathered positions." At such time

as an employee vacates a "grandfathered position", the position will convert to a classification of Non-Administrative Non-Exempt. Memorandum of Understanding – Addendum A identifies all grandfathered employees and positions.

3. All grandfathered employees who hold these positions on the Implementation Date shall receive pay or compensatory time (as determined by the employer) at the rate of straight time for hours worked up to 40 hours in a given work week, and pay or compensatory time at time and a half for hours worked beyond 40 hours in a given work week. Employees who work on days when the court is closed but work is necessary due to the New Hampshire Judicial Branch's obligation to conduct certain hearings required by law to meet statutory timeframes shall earn compensatory time off at the rate of straight time for hours worked, or a minimum of four hours of worked.

4. All grandfathered employees occupying these grandfathered positions on the Implementation Date shall be classified as Administrative Non-Exempt employees and shall retain their administrative benefits (annual and sick leave accruals, administrative leave accruals, and terminal pay) for so long as they continue to serve in the current grandfathered position.

5. At which time any grandfathered position becomes vacant, the classification of that position will change from Administrative Non-Exempt to Non-Administrative Non-Exempt, and the position will no longer be classified as a "grandfathered position."

6. Any employees who are newly hired into any of these Non-Exempt positions after the Implementation Date, and any employees who are promoted, demoted, or transferred into any of these positions after the Implementation Date, shall be subject to all terms and conditions of employment for "Non-Administrative Non-Exempt" employees pursuant to the CBA from the date of hire, promotion, demotion, or transfer.

7. Eligible grandfathered employees shall receive terminal pay upon vacating their grandfathered position if they are terminating or retiring from their grandfathered position, or transferring, promoting, or demoting from their grandfathered position to a Non-Administrative position. In these instances, eligible grandfathered employees will be paid terminal pay based only on the years of service in an Administrative position for which they have not already received terminal pay. Eligible grandfathered employees who transfer, promote, or demote to an Administrative Exempt position shall not receive terminal pay until such time as they terminate or retire from the position, or transfer, promote, or demote to a Non-Administrative Non-Exempt position.

8. Any current language in the CBA relative to compensatory time for "Administrative Exempt" employees shall be updated to refer to "Administrative Non-Exempt" employees.

The Parties agree to update language throughout the CBA in accordance with the intent of this MOU. The Parties agree that all other articles of the current CBA remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this Memorandum of Understanding on the 22nd day of March 2023.

New Hampshire Judicial Branch

Dianne Martin

By: Dianne Martin

Date: March 23, 2023

State Employees' Association of NH
SEIU Local 1984

Richard Gulla

By: Richard Gulla

Date: 3/22/23