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*2005 - 2007*

*COLLECTIVE BARGAINING*

*AGREEMENT*

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



and

**STATE OF NEW HAMPSHIRE**

July 1, 2005

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**PREAMBLE**  
**COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into between the State Employees' Association of New Hampshire, Inc., SEIU, Local 1984, AFL-CIO, CLC hereinafter referred to as the "Association", and the \_\_\_\_\_,\* State of New Hampshire, hereinafter referred to as the "Employer", collectively referred to hereinafter as the "Parties". It is the intent and purpose of the Parties to this Agreement to promote and improve the efficient administration of the \_\_\_\_\_,\* State of New Hampshire and the well-being of the classified employees within the meaning of New Hampshire Revised Statutes Annotated 273-A, to establish a basic understanding relative to personnel policy, practices, and procedures and matters affecting conditions of employment with respect to which the Employer is empowered to negotiate, and to provide a means of amicable discussions and adjustment of matters of mutual interest. In consideration of the mutual covenants herein set forth, the Parties hereto intending to be bound hereby, agree as follows:

- \*Adjutant General, Dept. of
- Administrative Services, Dept. of
- Agriculture, Dept. of
- Banking Department
- Corrections, Dept. of
  - State Prison for Men
  - State Prison for Women
  - Lakes Region Facility
  - North Country Correctional Facility
  - Secure Psychiatric Unit
  - Field Services, Div. of
- Cultural Resources, Dept. of
- Education, Dept. of
- Employment Security
- Environmental Services, Dept. of
  - Air Resources Division
  - Water Division
  - Waste Management Division
  - Office of the Commissioner
- Fish and Game, Dept. of
- Health and Human Services, Dept. of
  - Glencliff Home for the Elderly
  - Juvenile Justice Services, Div. for
  - New Hampshire Hospital
- Information Technology, Office of
- Insurance Department
- Labor Department
- Liquor Commission
- N.H. Community Technical College System
- Pari-Mutuel Racing Commission
- Public Utilities Commission
- Resources & Economic Development, Dept. of
- Revenue Administration, Dept. of
- Safety, Dept. of
  - Emergency Communications, Bureau of
  - Emergency Management
- State Planning, Off. of
- Supervisory Unit
- Sweepstakes Commission
- Transportation, Dept. of
- Treasury
- Veterans Home

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

**Article I**  
***RECOGNITION and UNIT DESCRIPTION***

- 1.1. **Recognition:** The Employer recognizes the Association which shall serve as exclusive representative of all classified employees in the bargaining unit with the exception of those classified employees excluded from the definition of public employee under the provisions of RSA 273-A:1, IX. The Association recognizes the responsibility of representing the interest of all employees in the unit without discrimination for the purpose as set forth in this Agreement.
- 1.2. **Other Agreements:** The Employer shall not enter into any agreements, regarding employment relations matters with any other organization or individual purporting to represent any group of employees in the bargaining unit, and shall not furnish any facilities or engage in any type of conduct, which would imply recognition of any group other than the Association as a representative of the employees in the unit.
- 1.3. **Association:** Reference to the "Association" as exclusive representative of the employees, means the state organization of 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.
- 1.4. **Mutual Concern:** Nothing in this section shall prevent the Employer from discussing matters of mutual concern with the employees of the Department.
- 1.5. **Equal Application:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit in accordance with state and federal law.

**Article II**  
***MANAGEMENT PREROGATIVES and RIGHTS***

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

- 2.3. **"Department" Defined:** For purposes of this Agreement "department" means any branch of state government including, but not limited to, any department, division, agency, commission, or office.
- 2.4.1 **Privatization and Contracting Out:** The Parties recognize the Employer's right to direct and control state services and the Association's interest in the effect of those activities on unit employees. To that end, the Employer agrees to provide the Association with a minimum of a thirty (30) day prior notice and an opportunity to consult and offer alternatives prior to issuing a Request for Proposals (RFP) concerning contracting out or privatizing existing state services that would result in the layoff or in the reduction in the base hours or wages of current full-time unit employees. The Employer shall not prohibit any contractor from hiring unit employees who were laid off as a result of contracting out or privatization.

### **Article III** **ASSOCIATION RIGHTS**

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

These reports shall include, at least, the following:

- employee's name
- employee's home address for Association members only
- employee's state identification number for Association members only
- employee's payroll number
- employee's labor grade and step
- employee's salary schedule
- employee's business address
- employee's job classification
- employee's date of employment

- 3.3. **Association Business:** The internal business of the Association shall be conducted by full-time employees during their non-duty hours.
- 3.3.1. Association chapters may utilize the Employer's messenger service and, to the extent that they do or may exist, electronic mail system(s) for the duration of this Agreement for internal Association business, provided that said mailings are clearly identified as the property of the Association.
- 3.4. **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:
- 3.4.1. Such Employer facilities are available and their use for such meetings would not conflict with the Employer's business.

- 3.4.2. Such approval shall be subject to such other reasonable conditions as may be imposed by the Employer.
- 3.4.3. Such approval, if given, will be limited to members of the committee, full and part-time bargaining unit employees, Association staff members, and guests.
- 3.4.4. Nothing in this provision shall be construed as a limitation of the rights of the Association, its chapters or committees to utilize the Employer's facilities that are otherwise available for public use.
- 3.5. **Access To Employees:** Staff representatives of the Association shall be allowed to visit work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited. Prior to entering the work area, the representative shall receive permission from the appropriate department head or his/her designee stating the reason(s) for such visitations. Permission shall not be unreasonably denied.
- 3.6. **Administrative Leave:** SEA officials shall be allowed a cumulative total of sixty (60) days off per contract year without loss of time or pay for the purpose of attending meetings, conventions or conferences relative to labor relations or Association affiliations. Time off shall be limited to five (5) days per official for each such request. All requests shall be submitted to, and approved by, the Bureau of Employee Relations for timely notification to the Employer that the leave has been approved and shall be awarded.
- 3.7. **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 sixty (60) days notice of the dates for this leave and the names of the elected representatives.
- 3.7.1. The employer shall approve reasonable preparation time, not to exceed one day per week, during even-numbered years beginning September 1<sup>st</sup> until negotiations begin for up to fifteen (15) members of the Association's state-level bargaining team.
- 3.8. **Group Programs:** The Association shall be allowed the use of seven (7) payroll deductions for any group program(s) in addition to a dues deduction.
- 3.9. **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.
- 3.10. **Employee Orientation:** Department orientation programs and/or orientation handbooks shall inform new employees that the department 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 employees. The Association shall be allowed to make a presentation, consistent with other vendor presentations, at group orientation programs offered by the Employer. The presentation may be up to one half hour in duration and shall be conducted by an Association staff person. If no group orientation program exists in a unit, the Association staff person shall have access to all new employees for up to one half hour at the convenience of the Employer.
- 3.11.1. **President's Leave:** The Employer shall authorize a leave of absence with pay for the President of the Association. The leave of absence with pay shall be taken for a two-year period beginning two (2) weeks after written notice by the Association to the Bureau of Employee Relations and the newly-elected President's agency.

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

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

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

**4.1. Consultation:**

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

4.1.2. **Matters for Consultation:** It is agreed and understood that policies and procedures related to terms or conditions of employment are appropriate matters for consultation between the Parties, providing however, that neither Party waives or relinquishes their right to negotiate mandatory subjects of collective bargaining providing, however, that the Parties may mutually agree to discuss any subject matter not otherwise included in 4.2.

4.1.3. **Requests:** Consultation shall be requested by either Party in writing, stating the reason for the meeting and the agenda or topic of consultation. Consultation requests by the Association shall be made to the Bureau of Employee Relations or to the appropriate agency by either the Executive Director, or designee, of the Association. Consultation requests by the Employer shall be made to the Executive Director of the Association.

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

4.1.5. **Attendees:** An Association staff member shall represent the bargaining unit alone, or with not more than five (5) employees. The Association 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 Manager of Employee Relations 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.

**4.2. Labor Management Committee:**

4.2.1. **Composition:** The Parties agree to establish a Labor Management Committee consisting of not more than five (5) representatives of the State Negotiating Committee, one of whom shall be the Manager of Employee Relations, and not more than five (5) representatives of the Association's Master Bargaining Team. The Manager of Employee Relations may designate up to four (4) Human Resources Administrators to serve in lieu of the other members of the State Negotiating Committee.

4.2.2. **Meetings:** The Committee shall meet as frequently as may be necessary to carry out its purpose and responsibilities as set forth in this Agreement.

4.2.3. **Purpose:** The purpose of the Committee shall be to ensure the application, clarification and administration of this Agreement. The Committee shall have the authority to issue interpretive bulletins to that end.

4.3. **Unit Labor Management Committees:** It is mutually agreed that fostering open communication about policy and other matters related to the employment situation is desirable. The parties encourage agencies to establish labor management committees at the agency and unit level. Unit Labor Management Committees shall be established and maintained by mutual consent of the parties. Unit Labor Management Committees may be dissolved by advance notice of one party to the other. The composition of the Unit Labor Management Committees, its agenda and the frequency of its meetings shall be decided by the Committee.



**Article V**  
**DUES CHECK-OFF**

- 5.1. **Payroll Deduction:** The Association shall be entitled to have payroll deductions for membership dues from its members.
- 5.2. **Written Authorization:** The Association shall be entitled to have payroll deductions for membership dues from any new member who indicates in writing that he/she wishes such deductions to be made.
- 5.3. **Dues Change:** When Association members vote for a change in Association dues which necessitates a modification of payroll deductions and the Association wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the Comptroller of the State of New Hampshire, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary of the Association with Corporate Seal.
- 5.4. To the extent that action is necessary by the Employer to implement the dues deductions, the Employer shall make reasonable effort to insure that the payroll deductions are put into effect as soon as practicable.
- 5.5. **Maintenance of Membership:** Full-time and part-time employees who are members of the Association on the effective date of the Agreement shall be notified in writing by the Association that they must retain their membership throughout the period (term) of the Agreement, except that each member shall have the opportunity annually to withdraw membership during a fifteen-day period commencing with the member's anniversary date of employment. The withdrawal shall be in writing, and postmarked no later than the end of the fifteen (15) day period and addressed to:
- SEIU Local 1984  
The State Employees' Association of NH, Inc.  
P.O. Box 3303  
Concord, NH 03301-3303
- 5.6. **Notice to Members:** Membership application documents for employees who join the Association after the effective date of this Agreement shall contain a conspicuous notation that their commitment is effective for not less than the term of the Agreement.
- 5.7. **Recovery of Cost:** An individual who is not a member of the Association who request services of the Association in grievance representation shall be charged the full fair cost to the Association of such non-member representation. This section shall expire when the following section becomes effective.
- 5.8.1 **Agency Fee:** Any full-time employee who is not a member of the Association shall be required to pay a fee to the Association as a condition of employment in accordance with the following provisions:
- a. This provision shall take effect only when the Association can demonstrate that the sum of its membership in all bargaining units is equal to 60% of the eligible full-time permanent employees in all bargaining units.
  - b. Employees who are exempt from the definition of employee contained in RSA 273-A or designated by the Employer as human resources employees shall not be counted as eligible bargaining unit employees and shall be exempt from the fee requirement.
  - c. The fee shall not exceed an amount that represents a prorated share of actual cost of negotiating and administering this Collective Bargaining Agreement.
  - d. The Employer shall refuse to enforce the fee requirement if the Employer does not agree that the Association has achieved the required level of membership or, if the Employer believes that the amount of the fee exceeds the prorated share of the actual cost of negotiating and administering the Collective Bargaining Agreement. As a remedy, the Association shall file an unfair labor practice charge against the Employer for breach of contract.

- e. Any employee who is hired by the Employer on or after the effective date of this Agreement shall be required to become a member of or pay a fee to the Association as a condition of employment if the Association membership in the bargaining unit into which the employee is hired is equal to 50% or more of the eligible full-time employees in that bargaining unit.

Determination of whether 50% Association membership exists in any bargaining unit shall be made by the parties at least thirty (30) days prior to the expiration date of the Agreement. The fee payments in which a 50% or greater Association membership is determined to exist shall be effective on the first payday following July 1<sup>st</sup> of that year and shall continue for the duration of the Agreement regardless of any change in the percentage of Association membership in those units.

Notwithstanding provisions set forth above to the contrary, in the first year of this Agreement, the Association shall calculate the amount of the fee after an audit of its books no later than October 1, 2001 and the fee will be effective on the first pay day after confirmation of the fee by both parties. The fee shall be assessed on a prospective basis on employees hired on or after August 1, 2001 in accordance with the terms of this Agreement.

## **Article VI** ***BASIC WORK WEEK***

### **6.1. Basic Work Week:**

- 6.1.1. The basic workweek for every full-time clerical, supervisory and professional employee in the state classified service in each unit, with due allowance for authorized holidays and leaves of absence with pay, shall be thirty-seven and one half (37 1/2) hours per week.
- 6.1.2. The basic workweek for every full-time trade, custodial or other employee in a similar category in the state classified service in each unit, with due allowance for authorized holidays and leaves of absence with pay, shall be either forty (40) hours per week or thirty-seven and one half (37 1/2) hours per week.
- 6.1.3. The basic work period for every full-time law enforcement employee in state classified service in each unit shall consist of one hundred seventy-one (171) hours in a twenty-eight (28) consecutive day period. The basic work period for every full-time fire protection employee in state classified service in each unit shall consist of two hundred twelve (212) hours in a twenty-eight (28) consecutive day period.
- 6.1.4. Work hours beyond the basic workweek or work period are voluntary overtime hours except for full-time law enforcement employees, full-time fire protection employees or where specifically agreed otherwise by the Parties. Such overtime hours may be reduced or eliminated at the discretion of the Employer.
- 6.2. **Breaks:** No reduction shall be made from the basic workday for rest periods of fifteen (15) minutes in every four (4) hours working time or major fraction thereof; such rest period to be taken insofar as practicable in the middle of such working time. Such rest periods are to be taken in such a manner that the normal delivery of services will not be interrupted.
- 6.3. **Meal Periods:** Every employee shall receive a lunch period of not less than one half hour nor more than one hour. Such lunch periods shall not be considered working time. However, exceptions to this provision may be made upon mutual agreement of the employee and the Employer.
- 6.4. **Schedules:** Department work schedules for groups of employees, meaning two (2) or more employees, shall continue in effect for the life of this Agreement unless there is reasonable cause for the Employer to adjust such schedules. The Employer shall post and provide three (3) calendar weeks notice to the Association of any proposed schedule change, and upon request, shall meet with the Association prior to the scheduled date of implementation.
- 6.5. **Flexible or Alternative Schedules:** Nothing in the Agreement shall prevent the Employer and an employee, or group of employees, with prior notice to and approval of the Parties, from mutually agreeing to flexible or alternative work schedules. This shall include "Baylor" plan type schedules at direct care institutions.

**Article VII**  
**OVERTIME**

7. **Overtime Distinctions:** For purposes of this article a distinction between employee types, exempt and non-exempt, applies. Non-exempt classifications are listed in Appendix B. This Appendix is subject to revision in accordance with Section 7.1.3. Furthermore, the provisions of this contract shall apply to both full and part-time employees.
- 7.1. **Overtime Defined:** Overtime is authorized work performed in excess of the basic work week as defined in Article VI.
- a. **Work at Higher Rate:** If an employee is required to work overtime, overtime will be computed at the employee's regular rate unless the rate of the position assigned is higher, in which case the employee receives the higher rate.
- b. **Work at Lower Rate:** If an employee is required to work overtime in a position with a lower rate of pay, the employee's overtime is computed at the employee's regular rate unless the employee volunteers for overtime work in a position at a lower rate of pay then the overtime is computed at the lower rate.
- c. **Notices:** The supervisor shall give as much notice as is practicable when overtime will be worked and shall inform the employee whether the overtime is voluntary or required. The supervisor shall give at least four (4) hours notice to the employee(s) whenever possible.
- 7.1.1. **Straight Time Rate:** Where the basic workweek is 37 1/2 hours, the first 2 1/2 hours of overtime will be compensated as follows:
- a. Non-exempt employees shall be entitled to overtime pay at straight time.
- b. Exempt employees shall, at the discretion of the Employer, be paid overtime at straight time or given compensatory time off.
- 7.1.2. **Time and One Half Rate:** Where the basic workweek is 37 1/2 hours, overtime in excess of 2 1/2 hours, and where the basic workweek is forty (40) hours, all overtime shall be compensated as follows:
- a. Non-exempt employees shall be entitled to overtime pay at the rate of time and one half. Shift differentials shall also be included where appropriate.
- b. Exempt employees will be given compensatory time off or overtime pay at straight time.
- c. All hours that an employee is on pay status will constitute "time worked" for the purpose of determining the workweek required to establish eligibility for overtime compensation.
- d. There shall be no pyramiding or duplication of compensation by reason of overtime or holiday or other premium pay provisions of this Agreement.
- e. Hours compensated for while on authorized overtime in accordance with RSA 99B and RSA 99C shall not constitute "time worked".
- f. **Alternative Work Schedule:** An employee who works a schedule which does not consist of five (5) consecutive 7 1/2 or 8 hour days, shall only be entitled to that premium pay for overtime worked which is specifically provided for in the memoranda of agreement which authorizes alternative work schedules or flex-time.
- 7.1.3. **Determining Exemption:** The Parties agree that it shall be the responsibility of the Labor Management Committee to determine whether any position in any unit is exempt or non-exempt. The Labor

Management Committee shall, in making its determination, consider past practice, pertinent wage and hour law, equity and the ability of employees to control their own work hours.

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

- a. The Employer may not require any employee to accrue by overtime work, compensatory time in an amount which exceeds the number of hours in that employee's basic workweek. The Employer and an employee may mutually agree to exceed this limit. If an employee is required to work overtime beyond the limits set forth herein, the employee shall be paid.
- b. Accrued compensatory time must be taken within one year from the date the compensatory time is earned. The Employer shall give compensatory time off at a mutually agreeable time within said year or the Employer shall make payment for the compensatory time.
- c. When an employee is paid for compensatory time it shall be at the employee's rate of pay at the time of payment.
- d. When overtime funds are available in any pay period, non-exempt employees who work authorized overtime shall have first refusal on the available funds to compensate for that overtime.

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

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

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

7.3. **Return to Work:**

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

7.3.1.1. Full-time employees called back to work pursuant to 7.3.1. shall have the "hours worked" computed from portal to portal.

7.3.2. **On-Call:** Any employee who is subject to being recalled to work, shall receive one (1) hour of pay for every four (4) hours on On-Call status;. The employee shall be notified of when he/she is expected to be on On-Call status. The employee does not waive the right to minimum time allowed or the portal to portal pay.

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

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

**Article VIII**  
***OVERTIME for LAW ENFORCEMENT and***  
***FIRE PROTECTION EMPLOYEES***

8. **Overtime Distinctions:** For purposes of this article a distinction between exempt employees and non-exempt employees in each category also applies. A listing of law enforcement employees, exempt and non-exempt, and fire protection employees, exempt and non-exempt, is contained in Appendix C.

8.1. **Overtime Rates:** Law enforcement employees and fire protection employees, in recognition of their off-duty availability, shall receive wages equal to the wages listed for their respective position in Appendix A plus ten percent (10%) or twenty percent (20%) as indicated in Appendix C. The 10% and 20% additions to wages are in lieu of any compensation for recall status and the Parties agree that employees covered by this provision are expected to be available for return to duty during off-duty hours when notified of the expectation.

a. The maximum hours agreed to for law enforcement employees is one hundred seventy one (171) hours in a twenty-eight (28) consecutive day period unless otherwise indicated in the Agreement.

b. The maximum hours agreed to for fire protection employees is two hundred twelve (212) hours in a twenty-eight (28) consecutive day period.

8.2. **Excess Overtime:** The compensation due to law enforcement employees and fire protection employees who perform authorized work in excess of the maximums established by 8.1. is as follows:

a. Exempt law enforcement and exempt fire protection employees shall be entitled to the regular rate of compensation for each hour of overtime worked.

b. Non-exempt law enforcement and non-exempt fire protection employees shall be entitled to time and one-half of compensation for each hour of overtime worked.

8.3. **"Time Worked" Defined:** The following provision constitutes the understanding of the Parties with respect to defining time worked for the purpose of determining the number of hours required for overtime compensation eligibility.

"Time worked" for law enforcement employees and fire protection employees shall include all hours actually worked and all hours on approved paid leave status except bona fide meal periods, bona fide rest periods, bona fide commuting time and any time worked for which specific compensation provisions have been established elsewhere in the Agreement. Rest periods as defined by Article VI, Section 6.2. shall not be considered as bona fide rest periods for the purpose of excluding that time from the definition of time worked.

8.4. **Overtime Funding:** Whenever funds are not available, non-exempt law enforcement employees and non-exempt fire protection employees who work authorized overtime shall receive compensatory time off equal to one and one-half (1 1/2) the number of actual hours worked.

8.5. **Overtime Offsets:** Non-exempt law enforcement employees and non-exempt fire protection employees may be relieved of duty during the regular shift hours in the basic work period or workweek in order to compensate or offset potential overtime.

8.6. **Return to Work:**

- 8.6.1. **Call Back:** Non-exempt full-time employees called back to work without prior notice on the same day after once leaving work or before the next regular starting time, shall be guaranteed a minimum of not less than three (3) hours compensation.
- 8.6.1.1. Full-time employees called back to work pursuant to 8.6.1. shall have the "hours worked" computed from portal to portal.
- 8.6.2. **Standby:** Any law enforcement employee or fire protection employee who is required by the Employer to be available for immediate return to duty, under conditions which do not allow the employee reasonable use of the time waiting to be called back to duty for his or her own purposes, shall be deemed to be in standby status. Time in standby status shall be considered time worked for regular compensation and overtime compensation purposes.
- 8.6.3. **Hold Harmless:** Any full-time employee who, on the effective date of this Agreement, occupied a position designated as Non-standard Workweek shall continue to receive the 10% or 20% pay differential until that employee vacates the position. The employee will be expected to fulfill the on-call obligations for which the differential is provided, and the "time worked" will continue to be defined as time actually worked for these employees.

**Article IX**  
**HOLIDAYS**

- 9.1. **Eligibility:** All full-time and part-time employees shall be entitled to all holidays prescribed by law or the chief executive with approval of council, provided the employee is on pay status on the employee's next regularly scheduled work day preceding and subsequent to the holiday, and employees shall be compensated as provided herein for work performed on these days.
- 9.2. **Holidays Listed:** The following days are holidays:
  - New Year's Day
  - Martin Luther King, Jr. /Civil Rights Day
  - President's Day
  - Memorial Day
  - Fourth of July
  - Labor Day
  - Veterans' Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas
- 9.3. **Weekend Holidays:**
  - 9.3.1. A full-time employee who works a Monday through Friday schedule and the calendar holiday falls on a Saturday, the employee shall be allowed the preceding day off. When a holiday falls on a Sunday, the employee shall be allowed the following day off. If the employee works the day preceding or following such a holiday, he/she shall be given another workday off with pay or shall receive payment for that day at the regular rate.
  - 9.3.2. A full-time employee who works other than a Monday through Friday schedule and who is not scheduled to work on a calendar holiday shall be given at the discretion of the Employer (1) another scheduled workday off with pay, or (2) an additional day's pay at his/her regular rate if funds are available.
- 9.4. **Holidays Worked:** When a full-time or regularly scheduled part-time employee works on a calendar holiday, he/she shall receive payment of the holiday at the regular rate and in addition, at the discretion of the Employer, (1) be paid at the rate of time and one half for hours actually worked on the holiday or (2) be given compensatory time off equal to one and one half the number of hours actually worked.

- 9.5. **Holidays On Flex Schedules:** The premium compensation provided by 9.4. for those employees on flexible or alternative work schedules shall be limited to seven and one-half (7 1/2) hours for 37 1/2 hour employees and eight (8) hours for forty (40) hour employees.
- 9.6. **Floating Holidays:** In addition to the authorized days in 9.2. each employee, including each academic employee, shall be authorized two (2) floating holidays of his/her choice per fiscal year.
- 9.6.1. **Accrual:** Employees shall accrue one (1) day on July 1, and one (1) day on January 1 of each fiscal year.
- 9.6.2. **Equivalence:** A day shall be worth 7.5 hours for employees on a 37.5 hour workweek, and 8 hours for employees on a 40 hour workweek.
- 9.6.3. **Usage:** Days accrued under this provision must be requested in whole days, and granted within the fiscal years covered by this Agreement.
- 9.6.4. **Application:** Requests for, and the granting of, shall conform to the pertinent requirements and standards set forth in Article 10.3.
- 9.6.5. **Denial of Application:** The employee may grieve a denial by the Employer of a requested floating holiday. The grievance shall be filed in accordance with the grievance procedure in the Agreement.
- 9.6.6. **Payment of Accrued Time:** Any employee who terminates for any reason shall be paid for all days earned, if not taken, under section 9.6.

**Article X**  
***ANNUAL LEAVE***

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

<b>Continuous Years Worked</b>	<b>Days Accrued per Month Year</b>		<b>Maximum Accrual</b>
0 thru 1	1	12	12*
2 thru 8	1-1/4	15	32
9 thru 15	1-1/2	18	38
16 thru 20	1-3/4	21	44
21 plus	2	24	50

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

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

\*No payment for accrued but unused annual leave will be made upon separation from employment within the first twelve (12) months of employment.

- 10.1.1. **Academic Employees:** Academic employees now excluded from annual leave entitlement shall be granted personal days per annum according to the schedule below to be deducted from sick leave, such days to be noncumulative and shall not count against bonus leave accumulation. Such personal leave shall be taken in accordance with section 10.3.

<b>Continuous Years Worked</b>	<b>Personal Leave</b>
1 thru 8	1
9 thru 15	2
16 plus	3

- 10.1.2. **Accounting:** For purposes of utilization, leave time shall be converted to hours.
- 10.1.3. **Seasonal Employees:** Permanent seasonal employees shall be permitted to carry over six (6) annual or bonus leave days to succeeding seasonal work periods with the same agency in lieu of payment at the end of the season for those days. The maximum balance of carried days for any seasonal employee shall be ten (10) days.
- 10.2 **Application Conflicts:** Should a conflict arise between two or more employees requesting the same period of time, the Employer shall, provided all other things are equal, use departmental longevity as the method of resolving the conflict.
- 10.3 **Application for Use:**
- a. The Employer agrees to accept properly executed leave applications within six (6) months of the first day of the period of leave being requested .
  - b. The Employer agrees to indicate approval or rejection of the requested leave within two (2) weeks after receiving a properly executed application for leave.
  - c. The parties agree that leave shall be granted at mutually agreeable times and the Employer agrees not to unreasonably deny leave requests.
  - d. To the extent possible, every employee will be afforded the opportunity to take two (2) consecutive weeks of accumulated leave at least once per calendar year. The Employer may direct employees to take at least one full calendar week of annual leave in a calendar year.
  - e. The Employer agrees to provide copies of leave requests to the requesting employee.
- 10.3.1. **Advance Notice:** Nothing contained in this section or under the terms of the application for leave shall be construed as preventing the Employer from granting requested leave without a notice; and further provided that an employee shall be granted leave on an emergency basis due to unforeseen circumstances. Verification of the emergency may be required by the Employer.
- 10.3.2. **Contiguous with Civil Leave:** Employees working a shift immediately prior to or after a period of time for which civil leave would be granted shall not be denied accumulated annual, compensatory, or bonus leave for that shift.

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

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

- 10.5. **Payment of Annual Leave:** Upon resignation, retirement, or dismissal of any employee in the bargaining unit, he/she shall receive a sum equal to the number of days of annual leave remaining to his/her credit,



provided that any or all amounts may be applied to offset any amounts owed the state by the employee. In the event of death of an employee while in the bargaining unit, a sum equal to the number of days annual leave remaining shall be paid to his/her estate.

- 10.6. **Agency Transfers:** Any employee who changes from the service of one state agency to another, without a break in service, shall at the time of said change have transferred all accumulated leave to his/her credit.
- 10.7. **Reporting:** All accumulated annual leave time earned by an employee shall be calculated and reported to each employee twice a year in January and July of each year, provided further that an employee may request at reasonable times an update of his/her annual leave accumulation status.
- 10.8. **Blood Donations:** Full-time or regularly scheduled part-time employees shall not be unreasonably denied time off without loss of pay or leave for the purpose of making blood donations.
- 10.9. **Inclement Weather:** The Employer shall not arbitrarily or capriciously withhold approval of annual leave requested due to and during periods of severe inclement weather. When the Governor or his/her designee determines that inclement weather is severe enough to close or delay opening State offices, employees who are not already on leave and who are relieved of work due to such a determination, will not be charged leave for the period of closure. Employees who do report to work during periods of closure shall only be entitled to their normal rate of compensation and shall not receive additional leave or compensatory time.
- 10.10. **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.
- 10.11. **Advance of Pay:** In the event that an employee is to be on annual leave for not less than two (2) calendar weeks, the employee, upon a request made at least two (2) weeks prior to his/her last work day, shall be afforded the opportunity to have his/her next regularly scheduled pay check forwarded in accordance with his/her wishes.
- 10.12. **Leave of Absence:** Any employee who requests a leave of absence without pay shall not be required to utilize and exhaust his/her annual leave prior to being granted such leave of absence.
- 10.13. **Recall from Leave:** Once an employee's annual leave has been approved, his/her leave shall not be canceled or modified for any reason, except with mutual agreement, or in the case of an emergency as defined by section 2.2.
- 10.14. A unit employee who has had a break in service shall be credited with prior periods of full-time state employment for leave accrual purposes if that employee's current period of full-time state employment has been three (3) or more continuous years in duration. Only prior periods of full-time state employment of two (2) or more consecutive years in duration shall be eligible for crediting.

## **Article XI** ***SICK LEAVE***

- 11.1. **Entitlement:** Full-time employees in the bargaining unit will be entitled to accrue sick leave in accordance with the formula given below. The purpose of sick leave is to afford employees protection against lost income from absences due to illness or injury and, in particular long-term disability due to catastrophic illness or injury. Sick leave is not intended to supplement other leave provisions of this Agreement and is intended to be used only for the purpose set forth herein. Sick leave shall be computed at the end of each completed month of service. Employees rendering seasonal or temporary service in excess of six (6) months, shall be entitled to accrue sick leave at the same rate for time actually worked. Sick leave shall be cumulative for not more than the prescribed days and shall not lapse.

<b>Continuous Years Worked</b>	<b>Days Accrued per Month</b>	<b>Year</b>	<b>Maximum Accrual</b>
0 thru 8	1 1/4	15	90
9 thru 15	1 1/4	15	105
16 plus	1 1/4	15	120

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

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

- 11.1.1. **Bonus Leave:** Unit employees shall be entitled to bonus leave accrual based upon the number of sick leave hours used per fiscal year in accordance with the following formula:

**37.5 Hour Week**

<b>Sick Leave Used</b>	<b>Bonus Leave Earned</b>
22 hours, 30 minutes or less	30 hours
30 hours or less	22 hours, 30 minutes
37 hours, 30 minutes or less	15 hours
45 hours or less	7 hours, 30 minutes
more than 45 hours	0 hours

**40 Hour Week**

<b>Sick Leave Used</b>	<b>Bonus Leave Earned</b>
24 hours or less	32 hours
32 hours or less	24 hours
40 hours or less	16 hours
48 hours or less	8 hours
more than 48 hours	0 hours

Bonus leave accrued under this provision shall be earned for completed fiscal years only. Proration of bonus leave will occur for any retirement or reduction in force. Bonus leave is accrued in addition to any other maximums provided in this Agreement and shall be administered according to the provisions of 10.3.

Effective July 1, 1995, earned bonus leave must be used during the fiscal year following the fiscal year for which it was earned or it shall lapse.

Any employee who retires from State service under the provisions of RSA 100-A or who is laid off from State service and who has unused bonus leave to his/her credit from the preceding fiscal year shall be paid for such unused bonus leave at the time of separation.

- 11.1.2 **Accounting:** For purpose of utilization, sick leave shall be converted to hours.
- 11.1.3 **Payment:** Upon retirement under the provision of RSA 100-A:5 and RSA 100-A:6 only, or upon eligibility under RSA 100-A:5 but electing to receive a lump sum payment in lieu of an annuity, an employee shall receive payment in a sum equal to 41.7% of the number of sick leave days remaining to the employees credit. However, the total number of days eligible for payment shall not exceed fifty (50) days.
- 11.1.4 **Payment:** Upon retirement under RSA 100-A:5 or 6 or termination as a result of a reduction in force, an employee shall receive payment in a sum equal to 41.7% the number of sick leave days remaining to the employees credit. However, the number of days eligible for payment shall not exceed fifty (50) days.
- 11.2. **Allowable Uses:** An employee may utilize his/her sick leave allowance for absences due to illness, injury, or exposure to contagious diseases endangering the health of other employees when requested by the attending physician, medical and dental appointments with prior approval, or death in the employee's family and shall be deducted from his/her allowance on the basis of work days and not calendar days.

An employee may utilize up to five (5) days of sick leave per fiscal year for the purpose of providing care to an ill or injured family member who is “incapable of self-care” within the meaning of the Family and Medical Leave Act, or to accompany such person(s) to healthcare provider visits..

- 11.2.1. **Bereavement Leave:** An employee may utilize up to five (5) days sick leave for a death in the employee’s family provided that use of such leave shall not be counted against time accumulation as provided in 11.1.1.
- 11.2.2. **Family:** For the purpose of administering Articles 11.2 and 11.2.1, family shall be defined as: wife, husband, 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. This definition may be expanded to include other persons at the discretion of a requesting employee’s supervisor on a case by case basis. If the supervisor agrees to expand the definition at the request of a subordinate employee, the number of days granted, up to five (5) days, shall also be at the discretion of the supervisor.
- 11.3. **Application for Use:** To utilize his/her sick leave allowance, the employee must file a written application with the Employer specifying the basis of the request is:
  - "illness",
  - "injury",
  - "serious health condition as defined by the FMLA",
  - "dependent care",
  - "medical/dental appointment"
  - "bereavement", or
  - “donated to *name of employee*”

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

- 11.4. **Certification:** An employee may be required by the Employer to furnish the Employer with a certificate from the attending physician or other licensed health care practitioner when, for reasonable cause, the Employer believes that the employee's use of sick leave does not conform to the reasons and requirements for sick leave use set forth in this Agreement. Such certificate shall contain a statement that in the practitioner's professional judgment sick leave is necessary. In addition, the Employer may, at state expense, have an independent physician examine one of his/her employees who, in the opinion of the Employer, may not be entitled to sick leave. The time related to such examination shall not be charged to the employee's leave.
- 11.5. **Payment - Termination; Death:** Upon the resignation or dismissal of any employee in the bargaining unit the number of days of sick leave remaining to his/her credit shall lapse. In the event of death of any employee while in the state classified service, a sum equal to the number of days sick leave remaining shall be paid to his/her estate.
- 11.6. **In-State Transfer:** Any employee who changes from the service of one appointing authority to another, without a break in service, shall at the time of said change have transferred all accumulated leave to his/her credit.
- 11.7. **Payment - RIF:** Whenever a former employee, who has been separated from the bargaining unit by a reduction in force formula, or for reasons without prejudice but for the convenience of the state, is reinstated within three years, the previously accumulated and unused balance of his/her sick leave allowance shall be revived and placed to his/her credit.
- 11.8. **Reporting:** All accumulated sick leave time earned by an employee shall be calculated and reported to each employee twice per year in January and July of each year, provided further that an employee may request at reasonable times an update of his/her sick leave accumulation status.
- 11.9. The Employer is authorized to provide additional sick leave to an employee under the following conditions:

- a. A request for additional sick leave shall be forwarded to the Bureau of Employee Relations by the employee or the Employer stating the reason(s) for the request and the amount of additional sick leave requested.
  - b. The Bureau of Employee Relations shall request a recommendation from the Employer of the requesting employee/agency. The recommendation shall be made known only to those who will act upon the request.
  - c. The request and recommendation shall be forwarded to the Labor Management Committee established by Article IV, Section 4.2, who shall approve or deny the request in whole or in part.
  - d. The response to the request shall be transmitted to the requester by the Bureau of Employee Relations.
  - e. If the request is approved, the Manager of Employee Relations shall direct the Employer to solicit donations from employees within the requesting employee's agency who wish to contribute unused sick leave up to the amount of the authorization. Contributed sick leave shall not be counted against time accumulations as provided in Article 11.1. If the request is not approved, no further action shall be taken by the parties or by the requesting employee or Employer on that request.
  - f. No request shall be approved for more than ninety (90) days, although nothing shall prohibit additional requests.
- 11.10. A unit employee who has had a break in service shall be credited with prior periods of full-time state employment for leave accrual purposes if that employee's current period of full-time state employment has been three (3) or more continuous years in duration. Only prior periods of full-time state employment of two (2) or more consecutive years in duration shall be eligible for crediting.

**Article XII**  
***ASSOCIATION REPRESENTATION***

- 12.1. **Stewards:** The Employer agrees to recognize the Steward(s) duly authorized by the Association in accordance with the following schedule.

Adjutant General, Dept. of	3
Administrative Services, Dept. of	2
Agriculture, Dept. of	1
Banking Department	1
Corrections, Dept. of	1
State Prison for Men	6
State Prison for Women	3
Lakes Regional Facility	3
North Country Correctional Facility	3
Secure Psychiatric Unit	3
Field Services, Div. of	5
Cultural Resources, Dept. of	1
Education, Dept. of	4
Employment Security	8
Environmental Services, Dept. of	
Air Resources Division	1
Water Division	2
Waste Management Division	1
Office of the Commissioner	1
Fish and Game, Dept. of	3
Health and Human Services, Dept. of	24
Glencliff Home for the Elderly	1
Juvenile Justice Services, Div. for	4
New Hampshire Hospital	5

Information Technology, Office of	4
Insurance Department	1
Labor Department	1
Liquor Commission	7
N.H. Community Technical College System	8
Pari-Mutuel Racing Commission	1
Public Utilities Commission	1
Resources & Economic Development, Dept. of	3
Revenue Administration, Dept. of	1
Safety, Dept. of	5
Emergency Communications, Bureau of	2
Emergency Management	1
State Planning, Off. Of	1
Supervisory Unit	2
Sweepstakes Commission	1
Transportation, Dept. of	13
Treasury	1
Veterans Home	2

- 12.2. **Non-discrimination:** The Employer agrees there shall be no discrimination against any Steward because of his or her duties as an Association official or member. The Association shall furnish the Employer a list of the Stewards representing the agency and keep the list current.
- 12.3. **Use of Work Time:** The Employer shall authorize a reasonable amount of time during the regular working hours without loss of time or pay, to permit the Steward to carry out their responsibilities in accordance with the provisions of this Agreement. 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 immediate supervisor; upon entering a work area, other than their own, the Steward shall first advise the appropriate supervisor of his/her presence and specify the name(s) of the employee(s) to be contacted.
- 12.4. **Training:** The Employer agrees to authorize three (3) days off in each contract year, without loss of time or pay for the Steward(s) to attend an Association training program. The Association shall notify the Employer not less than twenty (20) days in advance of such proposed training program.
- 12.5. **Temporary Replacement:** Whenever an employee who is a Steward finds that he/she also is the "supervisor" in a grievance procedure, it is agreed that another authorized Steward shall function in that particular grievance.
- 12.6. **Incur No Expense:** The Employer will not bear any expense, other than with respect to the Steward's time involved during regular duty hours, for the functions of any Steward. The Association shall reimburse the Employer for any other expense to the state incurred as a result of the Steward's function.
- 12.7. **Steward/Agency Meetings:** Agency heads shall meet with steward(s) upon written notice from the Association. Such meetings will be held within ten (10) working days from the request date, unless it is mutually agreed to extend the time frame.
- 12.8. **Representation of Employees:** An employee shall be entitled to Association representation at an investigative interview or meeting if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action against him/her. The Association representative's role at an investigative interview or meeting is to consult with the employee. The Employer is free to insist upon hearing the employee's own account of the matter(s) under investigation. The Parties agree that in all cases the principles of "Weingarten" and "Garrity" and other applicable case law shall be observed. The provisions of this article shall apply to both full and part-time employees.

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

**Article XIII**  
***SAFETY and HEALTH PROTECTION***

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

- g. Number of employees in selected situations
- h. Work site hazards
- i. Air quality
- j. Ergonomics

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

- 13.10. **Unit Safety Committees:** Each unit shall have a Safety Committee with equal numbers from management and labor. Labor representatives shall be appointed by the Association.
- 13.11. **Response to Recommendations:** The Employer shall provide, within thirty (30) days, a written response to the recommendations of the safety committee which indicates acceptance or rejection of the recommendations and the reasons therefore. An extension of thirty (30) days is permitted upon written notification to the Safety Committee. Unresolved issues shall be submitted to the Labor Management Committee for resolution according to a majority vote of its members. If the LMC is evenly split on an issue, the Association retains the right to submit the matter to arbitration under Article XIV, Section 14.5.
- 13.12. The Employer will make every reasonable effort to insure that the employee parking areas are properly plowed and/or treated prior to 7:30 a.m., in cases of inclement weather.

#### **Article XIV** **GRIEVANCE PROCEDURE**

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

- 14.1.8. A grievance initiated by the Employer against the Association or its members shall be filed directly with the Executive Director of the Association and shall be considered a Step III appeal.
- 14.1.9. **Filings:** A grievance shall be filed within fifteen (15) work days of the time the grievant knew or should have known of the alleged violation.
- 14.1.10. **Written Notices:** A copy of all grievances which have been reduced to writing shall be forwarded to the Bureau of Employee Relations and to the offices of the Association.
- 14.2. **Grievance Procedure - *STEP I - Employee and Immediate Supervisor***
  - 14.2.1. The employee and/or his/her Steward, shall present to his/her supervisor all the facts pertaining to the dispute.
  - 14.2.2. The immediate supervisor shall resolve the dispute at once or notify the employee or his/her representative of the decision within five (5) working days from the day the problem was presented to him/her.
- 14.3. **Grievance Procedure - *STEP II - Employee and Intermediate Supervisor***
  - 14.3.1. If, subsequent to the immediate supervisor'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 intermediate supervisor, as well as the immediate supervisor, within five (5) working days from the day the employee was informed of the immediate supervisor's decision.
  - 14.3.2. The intermediate supervisor shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Such meeting shall be scheduled within ten (10) working days.
  - 14.3.3. The intermediate supervisor shall notify in writing the employee or his/her representative and his/her immediate supervisor of the decision reached within five (5) working days after the meeting.
- 14.4. **Grievance Procedure - *STEP III - Employee and Agency Head***
  - 14.4.1. If, subsequent to receipt of the intermediate supervisor's decision, the employee and/or his/her Steward feels that 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, and shall be made in writing to the agency head within five (5) working days from the day the employee was informed of the decision reached.
  - 14.4.2. The agency head or his/her designated representative shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Absent exigent circumstances, such meeting shall be scheduled within ten (10) working days.
  - 14.4.3. The agency head or his/her designated representative shall notify in writing the employee or the Steward and the supervisors concerned of the decision reached and reasons therefore within ten (10) working days after the meeting.
- 14.5. **Grievance Procedure - *STEP IV - ARBITRATION***
  - 14.5.1. If subsequent to the agency head's decision the Association feels that further review is justified a petition may be submitted to the Labor Management Committee for the appointment of an arbitrator as provided in 14.5.4. or for the Labor Management Committee to schedule a meeting to review the petition. Said petition shall be submitted within fifteen (15) working days from the date the employee or Steward was notified of the decision. A copy of the petition must be sent to the Employer at the same time.
  - 14.5.2. **Arbitrator's Powers:** The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded



from arbitration. To the extent that a matter is properly before an arbitrator in accordance with this provision, the arbitrator's decision thereon shall be final and binding providing it is not contrary to existing law or regulation nor requires an appropriation of additional funds, in either of which case it will be advisory in nature.

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

- 14.5.3. **Cost of arbitration:** If there is any expense charged by the arbitrator it shall be borne equally.
- 14.5.4. **Arbitrator Panel:** Within forty-five (45) days after the execution of this Agreement the Chief Negotiator of the Association and the State Negotiator shall designate a permanent panel of arbitrators selected from lists submitted by the Parties. The panel shall consist of not less than six (6) and not more than eighteen (18) arbitrators who are willing to serve pursuant to guidelines set forth in 14.5.5. Arbitrators for each individual arbitration will be assigned from this panel on a rotating basis. Initial assignments shall be determined by lot.
- 14.5.5. **Panel Conditions:** Arbitrators appointed to the panel shall agree to the following conditions:
- a. Daily fees will not exceed a mutually agreed upon amount, per day plus reasonable expenses;
  - b. Except in unusual cases one day of Arbitrator's study time will be allowed for each day of hearing;
  - c. The arbitrator will provide a hearing date within sixty (60) days of a request for hearing. If unable to do so, the Arbitrator's name will be placed on the bottom of the list and the next member will be appointed;
  - d. An arbitration decision shall be rendered within thirty (30) days of the close of the hearing.
- 14.6. **General Provisions:**
- 14.6.1. **Sufficient Steps:** Steps I and III may be sufficient in a small unit. Step II may be duplicated as an additional step in a large unit where more than one intermediate supervisor may be affected.
- 14.6.2. **Consistency with Agreement:** Any resolution of a grievance shall not be inconsistent with the terms of this Agreement.
- 14.6.3. **Missed Time Limits:** Failure on the part of the supervisor or Agency Head 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.

#### **Article XV** ***SEPARABILITY***

- 15.1. 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.

#### **Article XVI** ***EMPLOYEE RECORDS and RIGHTS***

- 16.1. **Access to Personnel Files:** All full-time and part-time employees shall be allowed access to their personnel files during normal working hours for inspection and/or copies of documents which will be provided by the Employer. Such inspection shall be made subject to prior arrangement with the Employer.
- 16.1.1. **Copies of Letters:** A full-time or regularly scheduled part-time employee shall be provided with a copy of letters of complaint by a third party and letters of commendation at the same time such letters are placed in the personnel file.

- 16.1.2. **Employment Recommendations:** If requested, upon termination a full-time or regularly scheduled part-time employee will be advised of any recommendation for rehire which has been made a part of that employee's record.
- 16.2. **Location of Files:** Every full-time or regularly scheduled part-time employee shall be informed as to the existence and location of all personnel files. A personnel file shall be defined as any file kept by a supervisor or custodian of official records which relate directly in any way to an employee's status as an employee.
- 16.3. **Reasons for Non-Selection:** A full-time employee who is not selected after applying for a posted position shall be informed in writing of his/her non-selection and the reason therefore within a reasonable period of time as required by Per 602.02.d. of the Administrative Rules of the Division of Personnel.
- 16.4. **Pay and Leave Records:** All records pertaining to time worked, overtime, compensatory, sick leave and annual leave shall be maintained and be available for inspection at a designated area.
- 16.5. **Disciplinary Investigations:** A unit employee who is the subject of a disciplinary investigation shall be informed in writing when the investigation is complete and of the determination of the investigation.
- 16.6. **Changes of Job Specifications:** All employees shall be notified in writing of any changes in his/her job specifications and duties upon receipt of said changes from the Division of Personnel, and/or from directives from the Commissioner/Agency Head or any of his/her designated representative.
- 16.7. **Privacy:** The Employer agrees to make every reasonable effort to counsel and/or reprimand full-time or regularly scheduled part-time employees in private and to limit discussion of any employee's problems by supervisors to essential parties.

**Article XVII**  
**NOTICES**

- 17.1. **Notice to Association:** Whenever a written legal notice is required to be given by the State to the Association, such notice shall be given to the state organization of the State Employees Association of New Hampshire, Inc., with offices in Concord, New Hampshire.
- 17.2. **Notice to State:** Whenever written legal notice is required to be given by the Association to the Employer such notice shall be given to the Manager, Bureau of Employee Relations at the Division of Personnel.

**Article XVIII**  
**WAIVER**

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

**Article XIX**  
**WAGES and BENEFITS**

- 19.1.1. Full-time employees shall be entitled to all the rights and benefits provided by this Agreement. Part-time employees, who are employed on other than a seasonal, irregular or on-call basis, shall be entitled to all the rights and benefits provided by the Articles of this Agreement that specifically reference part-time employees.
- 19.2. **Wages:**
  - 19.2.1. Each classified full-time and part-time employee shall be paid in accordance with the salary schedules contained in Appendix A.

- 19.2.2. The Parties agree that there shall be three additional steps added to the salary matrices effective December 28, 2001. Full-time and part-time employees shall be eligible to move to the sixth step after successful completion of two years at the fifth step. An employee shall be eligible to move to the seventh step after successful completion of two years at the sixth step. An employee shall be eligible to move to the eighth step after successful completion of three years at the seventh step. For the purposes of this section, successful completion means that an employee shall have received satisfactory annual performance evaluations for the period.
- 19.2.3. Nursing Salary Schedule: Registered Nurses and Licensed Practical Nurses working at an institution in a direct care position shall be paid in accordance with the salary schedule contained in Appendix A.
- 19.2.4 All salaries for classified unit employees shall increase by two (2) percent July 2005 and shall be paid in accordance with the salary schedule contained in Appendix A.<sup>1</sup>
- 19.2.5 All salaries for classified unit employees shall increase by two (2) percent January 2006 and shall be paid in accordance with the salary schedule contained in Appendix A.<sup>1</sup>
- 19.2.6 All salaries for classified unit employees shall increase by two (2) percent July 2006 and shall be paid in accordance with the salary schedule contained in Appendix A.<sup>1</sup>
- 19.3. **Payroll Information:** Payroll checks shall include all required information, a clear designation as to the amount and category, e.g., regular, overtime or holiday pay, of compensation for which payment is being made.
- 19.3.1. **Direct Deposit:** The Employer agrees to make available to all full-time and part-time employees, to the extent that banking institutions cooperate, direct deposit of payroll checks.
- 19.3.2. **Applicable Rates:** Any applicable compensation for overtime and holidays shall be paid in conjunction with the full-time or regularly scheduled part-time employees regular pay check for the pay period in which such work was performed.
- 19.3.3. **Itemization of Compensation:** The Employer shall make every reasonable effort to provide a check stub breakdown of information on hours worked in every pay category; and, all individual leave accruals (annual, sick, bonus, holiday).
- 19.4 **Travel Reimbursement:**
- 19.4.1. **Conformance with Regulations:** Reimbursement for travel and meals shall conform to regulations established by the Department of Administrative Services with the approval of the Governor and Executive Council and to the terms of this Agreement.
- 19.4.2. **Reimbursements and Advances:** The Employer agrees to reimburse all full-time and part-time employees for valid travel expenses within fifteen (15) working days of the date the employee submits to the Employer a properly completed travel expense voucher. The Employer agrees to treat travel reimbursement requests with the same priority as payroll.
- Upon request, employees shall receive either a cash advance or a state-issued credit card to cover out-of-state travel expenses.
- 19.4.3. **Mileage:** The Parties agree that all full-time and part-time employees who are required to use their private vehicles for State business shall be reimbursed for all miles incurred at the maximum rate then allowable by the U.S. Internal Revenue Service for the first mile of travel. The Parties further agree that changes in the mileage reimbursement rate, as a result of U.S. Internal Revenue Service action, shall be made

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<sup>1</sup> HB 2 (Chapter 177, of the Laws of 2005) authorizes salary increases to take effect on July 8, 2005; January 6, 2006; and July 7, 2006. The Parties agreed on April 22, 2005 that salary increases are to take effect on July 1, 2005; January 1, 2006; and July 1, 2006. The Parties agree as is more fully set forth in a Memorandum of Understanding which is attached hereto as Appendix E and made a part hereof, to take all necessary action to secure the salary increases or their equivalents as were agreed upon on April 22, 2005 and will submit and advocate such legislation as may be necessary to provide approval of these cost items.

prospectively. The Parties further agree that an employee shall record mileage incurred on State business from the odometer readings on his/her vehicle and the Employer shall reimburse for all reasonable travel incurred. In no instance, however, shall the Employer reimburse for travel incurred from an employee's home to or through the site of his/her official headquarters, or vice versa, unless such reimbursement is specifically authorized by this Agreement.

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

a. **In-State Travel:** When associated with necessary overnight stay, employees shall be reimbursed up to the following amounts without a receipt:

Breakfast - \$	5.00
Lunch - \$	8.00
Dinner - \$	15.00

Employees shall be reimbursed for the actual reasonable cost of breakfast, lunch and/or dinner upon presentation of a receipt.

b. **Out-of-State Travel:** When associated with State business, employees shall be reimbursed up to the following amounts without a receipt:

Breakfast-\$	7.00
Lunch - \$	10.00
Dinner - \$	18.00

Employees shall be reimbursed for the actual reasonable cost of breakfast, lunch and/or dinner upon presentation of a receipt.

c. The Employer may also authorize meal reimbursement for an employee who is required to work beyond his/her regularly scheduled hours or who requests to attend an official function, banquet, dinner, or meeting associated with a meal, provided that authorization is given in advance and in writing. The Employer shall not require an employee to attend an official function, banquet, dinner, or meeting associated with a meal if reimbursement is not authorized.

19.4.5. **Lodging:** The Employer agrees to reimburse all full-time and part-time employees for necessary lodging expenses incurred while on State business in accordance with regulations established by the Department of Administrative Services with the approval of the Governor and Executive Council.

19.4.6. **Access to Regulations:** Upon request, any full-time or regularly scheduled part-time employee shall be provided with access to all travel regulations and any changes promulgated thereto.

19.5. **Portal-to-Portal:** All employees shall receive portal to portal mileage reimbursement when on a call back.

19.6. **Uniforms:** If an employee is required, by the Employer, to wear a uniform, such uniform shall be issued to the employee.

19.7. **Access to Rules and Regulations:** All full-time and part-time employees shall have available to them all rules, regulations and directives relative to the department by which they are employed. In addition, the Employer shall furnish the Association with 15 copies of the Rules of the Division of Personnel for internal distribution.

19.8 **Health Insurance:**

19.8.1. **Health Plans:** The Employer agrees to provide to full-time employees and their dependents a Point-of-Service (POS) health insurance plan and a Health Maintenance Organization (HMO) health insurance plan. An employee's eligibility and opportunity to elect available health care options shall be in accordance with

the enrollment conditions of the respective plans. Part-time employees shall receive health insurance benefits where applicable by statute.

The Association acknowledges that the POS and HMO 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, coinsurance, dependent coverage and Employer premium contributions of the POS and HMO health plans offered under this provision shall be in accordance with the following conditions, amendments, restrictions and endorsements, and in accordance with the specifications for a competitive bid.

a. **Prescription Drugs:** The Employer agrees to provide a prescription drug rider with a:-

1). \$5.00 co-payment for generic drugs, a \$10.00 co-payment for preferred drugs, a \$15.00 co-payment for non-preferred drugs, and a co-payment for mail order drugs of two times the applicable thirty one day co-payment for a ninety day supply.

2). Annual out of pocket maximums for prescription drug co-payments per plan shall be as follows:

One Person: \$500 per person, up to \$500 maximum.  
Two Person: \$500 per person, up to \$1000 maximum.  
Family: \$500 per person, up to \$1000 maximum.

b. **Emergency Room Visits:**

\$50 dollar co-payment per visit, fee is waived if admitted.

c. **Office Visits:**

\$5.00 per visit / No co-payments for prenatal, well baby, and annual visit (ob-gyn included)

d. **Payment of Premiums:** For the POS plan, the Employer agrees to pay the full premium rates for single, two person and family plans.

Effective July 1, 2005 employees participating in a Point of Service Plan will pay 50% of the difference in cost between HMO and POS plans.

Effective July 1, 2006 employees participating in a Point of Service Plan will pay 100% of the difference in cost between HMO and POS plans.

For the HMO plan, the Employer agrees to pay the full premium rates for single, two person and family plans in an amount not to exceed the Employer's contribution toward the premium rates for the single, two person and family plans of the primary health POS plan.

In the event that the HMO premium becomes higher than the POS premium, the Employer shall offer HMO enrollees a separate thirty (30) day enrollment period to transfer between plans if they so choose.

e. **Point-of-Service Plan:** The POS plan design shall be comparable with the plan design of the Blue Cross/Blue Shield product known as Blue Choice I which was in place on June 30, 1997 with due regard for any changes or amendments thereto set forth herein.

1). Speech therapy, occupational therapy, physical therapy coverage in the plan shall be limited only by the PCP referrals and without other limits.

2). Up to ten (10) chiropractic visits per year before managed care reporting by the chiropractor begins.

f. **Health Maintenance Organization Plan:** The HMO plan design shall be comparable with the plan design of the Blue Cross/Blue Shield product known as HMO Blue which was in place on June 30, 1997 with due regard for any changes or amendments thereto set forth herein.

- 1). Prescription drug coverage as set forth above in 19.8.1.a.
- 2). Speech therapy, occupational therapy, physical therapy coverage in the plan shall be limited only by the PCP referrals and without other limits.
- 3). Health club membership for one (1) member per family at a value not greater than four hundred fifty dollars (\$450.00) per family per year, or, as an alternative as may be selected by the employee, an annual reimbursement not to exceed two hundred dollars (\$200.00) for approved exercise equipment. The Insurer shall pay health club memberships fees directly to the health club.
- 4). A biennial credit of one hundred dollars (\$100.00) per family member for eyeglasses or contact lenses.

19.8.2. **Health Benefit Advisory Committee:** There shall be a health benefit advisory committee composed of four members appointed by the Employer, one of whom shall be the Manager of Employee Relations, and four members appointed by the Association, one of whom shall be the Contract and Field Operations Administrator.

- a. The purpose of the committee is: (1) to advise the Employer on all issues related to the purchase and administration of health benefit plans authorized or required by this agreement; and (2) to make recommendations to the Employer for changes in benefit design, utilization management, and/or provider payment policies that will preserve the continued viability of the health plan by limiting the growth in claims costs while improving the quality of care, including, but not limited to, recommendations concerning health education, wellness incentives, incentives to utilize “centers of excellence” or more efficient providers, preventive medical services, case management, disease management, high-risk intervention, aligning provider payment policies with quality improvement, and providing consumer information on treatment alternatives and provider cost-effectiveness.
- b. The committee shall be entitled to receive any information relevant to its mission and which is not confidential.
- c. The Employer shall make available to the committee such expert advice and assistance as is reasonably necessary to accomplish its mission.
- d. The Employer shall consider the reports and recommendations of the committee on issues related to the purchase and administration of the health benefit plan before making final purchasing decisions, provided that the reports and recommendations are timely filed.
- e. The Employer shall consider the reports and recommendations of the committee on issues related to claims costs and quality of care before making proposals for health benefit plan changes in renegotiation of this Agreement, provided that the reports and recommendations are filed by July 1 of even-numbered years.
- f. The Committee shall meet at least quarterly.
- g. The Employer and the Association shall receive a copy of any report or recommendations prepared by the Health Benefit Advisory Committee.

19.9. **Term Life Insurance:** Effective January 1, 2006, full-time employees shall be provided with group term life insurance of \$20,000.

19.10. **Parking:** The Employer shall make a reasonable attempt to provide parking for employees.

19.11. **Longevity:** Any full-time employee who has completed ten years of continuous service shall be paid, in addition to his/her normal salary, the sum of \$300.00 annually and an additional \$300.00 for each additional five years of continuous service. An employee shall be eligible to receive this payment if his/her anniversary date is on or before December 1. The longevity payment shall be paid in the employee's first paycheck received in December. An employee who retires or terminates prior to December 1, but after his/her anniversary date, which is on or after December 2, will be entitled to the appropriate longevity payment upon retirement or termination.

19.11.1. **Separate Check:** Longevity payment shall be made in a separate check from the regular payroll check.

19.12. **Shift Differentials:**

19.12.1. **Exclusion:** Shift differentials will be paid to all appropriate full-time and part-time employees except for law enforcement employees.

19.12.2. **Second shift:** work commencing any time at/or after 2:00 p.m. or before 7:00 p.m. - increase of 60 cents/hour over base pay.

19.12.3. **Third shift:** work commencing any time at/or after 7:00 p.m. or before 3:00 a.m. - increase of 75 cents/hour over base pay.

19.12.4. **Rotating Shifts:** Employees who work rotating shifts shall have 50 cents/hour added over base pay in lieu of shift differential.

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

19.12.5. **Institutional Weekend Differential:** All full-time and part-time institutional employees who work on a shift which commences on a Saturday or a Sunday shall receive a weekend differential of one dollar (\$1.00) per hour for all hours actually worked on that shift. This week-end differential is in addition to, but shall not be compounded by any other pay or premium pay provision of this Agreement.

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

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

Shift	Hours	Amount
1 <sup>st</sup>	work commencing at or after 6 AM or before 2:30 PM	\$0.00
2 <sup>nd</sup>	work commencing at or after 2:30 PM or before 10:45 PM	\$2.00
3 <sup>rd</sup>	work commencing at or after 10:45 PM or before 6:00 AM	\$3.50

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

Shift	12 Hr Shift	12 ½ Hr Shift	Amount
1 <sup>st</sup>	work commencing at or after 7:00 AM or before 7:00 PM	work commencing at or after 6:45 AM or before 7:15 PM	\$0.00
2 <sup>nd</sup>	work commencing at or after 11:00 AM or before 11:00 PM	work commencing at or after 10:45 AM or before 11:15 PM	\$2.00
3 <sup>rd</sup>	work commencing at or after 7:00 PM or before 7:00 AM	work commencing at or after 6:45 PM or before 7:15 AM	\$2.00

- c. The differentials now in effect for full-time and part-time Licensed Practical Nurses and Registered Nurses working at New Hampshire Hospital in a direct care position shall remain in effect for the two years covered by this Agreement.
- 19.13. **Dental Insurance:** Full-time employees and their dependents shall be provided with dental benefits which shall be paid in full by the Employer. 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, 2005.
- Part-time employees shall receive dental insurance benefits where applicable by law.
- 19.14. **Change of Residence:** The Employer agrees that when any full-time employee is required to move his/her residence for the "good of the state" after he/she has been permanently assigned, the actual moving expenses shall be borne by the Employer, in accordance with the Department of Administrative Services Manual of Procedure. Employees involved in voluntary moves or moves necessitated by promotion are liable for their own moving expenses.
- 19.15. **Unpaid Leave of Absence:** Any full-time employee who has five (5) or more years of continuous service shall continue to have paid benefits as provided by 19.8. while on an authorized leave of absence without pay due to a non-job related illness or injury for a period not to exceed six months. The employee shall be informed that he/she may purchase the same coverage at group rates for up to 39 weeks at the end of the six-month period if circumstances warrant. The spouse and dependents of a deceased employee shall be entitled to an additional month of medical coverage at State expense.
- 19.16. **Child Care:** The Labor Management Committee shall study the feasibility of establishing child care facilities for the use of employees at job sites at rates related directly to the service rendered and with due regard given to the employee's earnings and number of children enrolled.
- 19.16.1. As the next step toward optimum child care, the Parties should establish a committee to explore the feasibility of establishing child care facilities at each state institution.
- 19.16.2. **Mothers' Health Care:** The Employer, when feasible, shall provide a private area and sufficient time for full-time or regularly scheduled part-time employee postnatal mothers to tend to lactation needs.
- 19.17. **Discount at State Recreational Areas:** Any full-time bargaining unit employee shall be entitled to a fifty-percent (50%) discount on the admission price of any state-owned recreational area. Employees must abide by the established discount rules and regulations to obtain the discount.
- 19.18. **Payroll Confidentiality:** The Employer agrees that full-time or regularly scheduled part-time employee pay checks, pay stubs, and payroll advise forms shall be distributed in a manner which maintains the confidentiality of personal and payroll information. Maintenance of confidentiality shall not, however, be interpreted so as to hinder the normal functioning of the payroll system, or to limit access to personal and payroll information by employees whose job function requires such access.
- 19.19.1. **Equipment Replacement:** The Employer shall not charge any full-time or regularly scheduled part-time employee for repair/replacement of any issued equipment if loss or damage occurred in the normal performance of the employee's assigned duty.



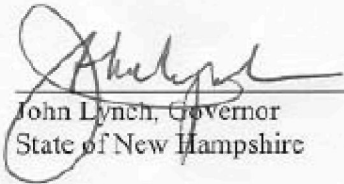
**Article XX**  
***TRAINING and EDUCATION***

- 20.1. **Expense Reimbursement:** Each employee who is selected and authorized by the Employer to participate in any organized training, retraining or staff development program offered by the State during on-duty hours, will be reimbursed for expenses incidental to such training.
- 20.2. **Educational Discount:** Any full-time unit employee who has completed one year of continuous full-time service shall be entitled to a fifty percent (50%) discount on the tuition of up to three (3) courses that bear credit per fiscal year (limited to one course per semester) on a space available basis, at any of the state regional community technical colleges.
- a. Courses, for the purposes of registration, will be made available three (3) days prior to the start of classes.
  - b. The institution offering the course may, at its discretion, cancel the course.
  - c. The institution offering the course shall be the sole determining agent as to whether or not space is available.
  - d. Decisions regarding the availability of space, course cancellations and other administrative decisions are not grievable.
  - e. When payment for a course is being made by the Employer or person(s) other than the employee, or, a course is taken on other than a space available basis; there will be no discount in the tuition.
  - f. An employee is not eligible for this benefit in a semester in which he/she has withdrawn from a credit bearing course.
  - g. This provision shall remain in effect only for the biennium ending June 30, 2007 and nothing in this agreement implies a commitment to continue this discount beyond June 30, 2007.
- 20.3. **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.

**Article XXI**  
***DURATION and REOPENING***

- 21.1. **Duration:** This Agreement as executed by the Parties is effective July 1, 2005 and shall remain in full force and effect through June 30, 2007 or until such time as a new Agreement is executed.
- 21.2. **Renegotiation:** Renegotiation of this Agreement will be effected by written notice by one Party to the other not later than October 18, 2006 or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after the receipt of such notice.
- 21.3. **Impasse Procedures:** The Parties shall seek to reach agreement relative to the appointment of a mediator not later than the sixtieth (60) day preceding the budget submission date. The Parties shall seek to reach agreement relative to the appointment of a fact finder not later than the forty-fifth (45) day preceding the budget submission date. The Parties shall consider but not be limited to the service of the Federal Mediation and Conciliation Service and the American Arbitration Association for a mediator and fact finder respectively. If the Parties fail to reach an agreement on the choice of a mediator or fact finder, the PELRB shall be petitioned under the provisions of 273-A:12.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract on the 7<sup>th</sup> day of October, 2005.




John Lynch, Governor  
State of New Hampshire

George Bald, Chairman  
State Negotiating Committee

Sara Willingham  
Manager Employee Relations

**State Negotiating Advisory Committee**

Alex Feldvebel  
Richard Flynn  
Thomas Manning



Gary Smith, President  
State Employees' Association of NH,  
SEIU Local 1984

Randy Hunneyman, Chairperson  
SEA Negotiating Committee

Lorri Hayes  
Contract and Field Services Administrator

**SEA Negotiating Committee**

Dennis Kinnan, Vice Chairperson  
Marc Bergeron  
Pam Blake  
Norman Hinton  
Diana Lacey  
Cindy Sanborn  
Paul Stokes  
Jolanta Swenson-Shea  
Marcia Thunberg

**APPENDIX A**

***WAGE SCHEDULES***

**APPENDIX B**

*NON*

*EXEMPT*

*CLASSIFICATIONS*

The following are New Hampshire state employee job classifications which have been determined to be non-exempt for purposes of overtime compensation. Job classifications which do not appear on this list are considered to be exempt. The determination of exempt or non-exempt status, and modifications of this listing, are made pursuant to 7.1.3. of this contract.

**A...**

ACCID EVALUATOR	14
ACCOUNT CLERK I	03
ACCOUNT CLERK II	07
ACCOUNT CLERK III	09
ACCT STENOGRAPHER I	08
ACCT STENOGRAPHER II	10
ACCOUNTANT I	16
ACCOUNTANT II	18
ACCOUNTANT III	21
ACCOUNTANT IV	23
ACCOUNTING TECH	12
ADMIN SUPR	17
ADMIN ASST I	16
ADMIN ASST II	19
ADMIN SECRETARY	14
ADULT PROTEC SOCL WKR TR	17
ADULT PROTEC SOCL WKR I	19
ADULT PROTEC SOCL WKR II	21
ADULT PROTEC SOCL WKR III	23
AERIAL LIFT MECH I	16
AERIAL LIFT MECH II	17
AGENCY RECORDS AUDITOR	19
AGENCY STEWARD	19
AGENCY STAFF AUDTR	22
AGRICULTURAL INSP	18
AIR POLL TECH I	15
AIR POLL TECH II	17
ANTI-DISCRIM INVEST	21
ANTI-DISCRIM INVEST II	24
APPRENTICESHIP COOR.	22
APPRENTICE ELECTRCN	12
AREA PROG COORD	21
ASST CHEF	10
ASST CHF EMER MANT SPEC	23
ASST CHIEF SECTY OFF	14
ASST COMM SUPV	22
ASST HARBORMASTER	06
ASST HVY SIGN MAINT FRMN	14
ASST HOUSE LEADER	17
ASST HWY PAT FRMN	14
ASST PLANNER	20
ASST SKI PAT/TRL MAINT CHIEF	14
ASST SKI SCHOOL DIR	16
ASST STATE EPIDEMIOLOG	23
ASST SUPT OF GRNDS	16
ASST SUPV OFFENDER REC	20

ASST VENDING STANDS COORD	16
ASST WAREHOUSE SUP	17
AUDIO VISUAL SPEC	17
AUDIT SUPERVISOR I	14
AUDIT SUPERVISOR II	20
AUDIT TECHNICIAN	11
AUDITOR I	09
AUDITOR II	12
AUTO BODY REPR TECH	14
AUTO EQUIP INSP	17
AUTO MECHANIC	15
AUTO SRVC TECH	10
AUTO SHOP MGR I	14
AUTO SHOP MGR II	17

**B...**

BAGGER	02
BANK EXAMINER I	18
BANK EXAMINER II	21
BANK EXAMINER TRNEE	17
BARBER, COSM & ESTH INSP	16
BINDERY EQUIP OP I	08
BINDERY EQUIP OP II	10
BINDERY EQUIP MGR	14
BIOLOGICAL AIDE	13
BIOLOGICAL TECH	17
BIOLOGIST I	21
BIOLOGIST II	23
BIOLOGIST III	24
BIT/CONCR PLANT INSP I	13
BIT/CONCR PLANT INSP II	16
BIT/CONCR PLANT INSP TR	10
BLIND SERVICES COOR	20
BOILER FIREMAN I	06
BOILER FIREMAN II	08
BOILER FIREMAN III	11
BOILER INSPECTOR	23
BRIDGE CONSTR SUPERINT	22
BRIDGE CONSTR FOREMAN	18
BRIDGE INSPECTOR	18
BRIDGE MAINTAINER I	09
BRIDGE MAINTAINER II	12
BRIDGE MAINTAINER III	15
BLDG&GRNDS UTIL PRSN	08
BLDG MAINT SUPV	15
BLDG SERVICE WRKR I	03
BLDG SERVICE WRKR II	05
BLDG SERVICE WRKR III	08
BLDG SERVICES SUPER	11
BUS DRIVER	08
BUSINESS ADMIN I	21
BUSINESS ADMIN II	24
BUYER	15

<b>C...</b>			
CAMP INSPECTOR	14	CLINICAL MH COUNS	21
CARPENTER I	12	COMMUNITY REC SPEC	24
CARPENTER II	14	COMM & WARNING OFFICER	21
CARPENTRY SUPER I	15	COMPLIANCE OFFICER I	17
CARPENTRY SUPER II	17	COMPLIANCE OFFICER II	21
CARPOOL COORD	17	COMM TECHNICIAN	19
CARRIAGE OPERATOR	11	COMPUTER APP PGMR I	21
CARTOGRAPHER I	13	COMPUTER APP PGMR II	23
CARTOGRAPHER II	16	COMPUTER APP PGMR III	25
CARTOGRAPHER III	19	COMPUTER EQUIP. TECH.	19
CASE AIDE	14	COMPUTER OPER I	11
CASE REV & EVAL SPEC	22	COMPUTER OPER II	13
CASE TECHNICIAN I	14	COMPUTER OPER III	16
CASE TECHNICIAN II	16	COMPUTER SYS TECH I	17
CASE TECHN TRAINEE	12	COMPUTER SYS TECH II	19
CASHIER	09	COMPUTER ENTRY/AUD CLK	10
CASHIER/CLERK	08	CONSTRUCTION FRMN	17
CASH TERMINAL OPERATOR I	11	CONSTRUCTION SUP	19
CASH TERMINAL OPERATOR II	13	CONSTRUCTION TECH	15
CASUALTY INS EXAMINER	26	COORD CATASTRO ILL PRG	18
CERTIFYING OFFICER I	16	COOK I	07
CERTIFYING OFFICER II	18	COOK II	09
CERTIFYING OFFICER III	20	COORD OUTDOOR ED PRG	20
CERTIFYING OFFICER TR	14	CORRECTIONS COUNSLR/CA	20
CHAUFFEUR	07	COSMETOLOGIST	11
CHEF I	11	COUNTER CLERK I	07
CHEF II	14	COUNTER CLERK II	09
CHEF III	16	COUNTER CLERK III	10
CHIEF AIR POLL TECH	21	COUNTER CLERK IV	11
CHIEF PLUMB BD INSP	22	COURT REFERRAL OFF	20
CHIEF ROW AGENT	24	CRIM JUSTICE PRG SPEC	24
CHIEF SECURITY OFF	16	CRIM REC ENTRY CL	07
CHF ST PARKS PATR PERS	15	CUSTODIAL TOLL ATTN.	07
CHILD CARE LIC SPEC	18	CUSTODIAL WATCH PRSN	07
CHILD PRO SVC WK COORD	23		
CHILD PROT SRV WRK I	18	<b>D...</b>	
CHILD PROT SRV WRK II	20	DAIRY SANITARIAN I	18
CHILD PROT SRV WRK III	22	DAIRY SANITARIAN II	22
CHILD PROT SRV WRK TR	16	DAM CONTROL OPER I	11
CHILD SUPPORT OFFICER	20	DAM CONTROL OPER II	13
CHILD SUPPORT SPEC	18	DATA LIBRARIAN	14
CHIEF TELEPHONE OPER.	08	DATA COLLECTOR	14
CLAIMS & HRGS CLERK I	10	DATA CONTROL CLERK I	07
CLAIMS & HRGS CLERK II	12	DATA CONTROL CLERK II	10
CLAIMS PROCESSOR I	09	DATA CONTROL CLK III	12
CLAIMS PROCESSOR II	12	DATA ENTRY OPER I	03
CLAIMS PROCESSOR III	17	DATA ENTRY OPER II	06
CLAIMS PROCESSOR TR	07	DATA ENTRY OPER III	08
CLAIMS REP	21	DATA PROCESS SUPV I	15
CLEARANCE TECH	20	DATA PROCESS SUPV II	18
CLERK I	02	DATA PROCESS SUPV III	20
CLERK II	05	DENTAL ASSISTANT	11
CLERK III	08	DENTAL HYGIENIST	16
CLERK IV	12	DESIGN DRAFTER I	17
CLERK INTERVIEWER	09	DESIGN DRAFTER II	20
CLERK OF THE WORKS I	22	DIETITIAN ASSISTANT	11
CLERK OF THE WORKS II	24	DIETETIC TECHNICIAN	14
		DIR OF FOOD SERVICES	21

DIR OF LRNG RESRCES	23	EQUIPMENT OPERATOR	12
DISABILITY EXAMINER I	16	EQUIPMENT SUPRV	19
DISABILITY EXAMINER II	21	EXECUTIVE SECRETARY	11
DIS UNIT/QUAL ASSUR SUPV	24	EXECUTIVE SEC STENO	12
DISEASE PREV SPEC	17		
DISTRICT SUPRV HWY SIGNING	15	<b>F...</b>	
DORMITORY SUPRV I	08	FAMILY SERVICES SPEC TR	13
DORMITORY SUPRV II	11	FAMILY SERVICES SPEC I	15
DORMITORY SUPRV III	14	FAMILY SERVICES SPEC II	17
DRAWBRIDGE OPER	12	FIELD AUDITOR	20
		FIELD NURSE	16
<b>E...</b>		FIELD REP I EMER MGT/COMM	19
EARTH SCIENTIST I	19	FIELD REP II EMER MGT/COMM	21
EARTH SCIENTIST II	22	FINANCE ASSISTANT	16
EDP PERIPH EQUIP OPER I	08	FINANCIAL AGENT I	19
ECONOMIST I	24	FINANCIAL AGENT II	24
ELECTRONENCEPH TECH	19	FIN RESP ADMIN	23
EDIT & REVIEW CLERK	07	FINGERPRINT CLERK	11
EDUCATION CERT CLRK	10	FIRE SRV INST/SUPV	23
ELECTRICIAN SUPRV I	16	FISCAL SPEC TR	13
ELECTRICIAN SUPRV II	17	FISCAL SPEC I	15
ELECTRICIANS BD INSP	20	FISCAL SPEC II	17
ELECTRONIC TECH I	17	FISH & GAME MECH/TECH SPEC	18
ELECTRONIC TECH II	20	FISH & GAME RAD DISP	13
ELECTRON TECH RAD INS I	16	FISH & WLDLF ECOLOGI	23
ELECTRON TECH RAD INS II	18	FISH CULTURIST I	07
ELEVATOR INSPECTOR	21	FISH CULTURIST II	10
EMS REGIONAL COORD I	22	FISH CULTURIST III	12
EMS TRAINING COORD	19	FISH CULTURIST IV	14
EMS REG'NAL COORD II	25	FISH CULTURIST V	16
EMER MGT TRNG OFF	23	FOOD SERVICE WRKR I	03
EMER MGMT PROT PLANNR	22	FOOD SERVICE WRKR II	05
EMERG MGMT SPEC	21	FORESTRY MAINT MECH	14
EMPLOYMENT CNSLR	18	FORMS DESI & CONTR CLK	15
EMPLOYMENT CNSLR SPEC	19	FUNERAL HOME INSP	17
EMPLOYMENT CNSLR SPEC TR.	18	FOREST ENTOMOLOGIST/PATH	25
EMPLOYMENT CNSLR TR	17	FOREST TECHNICIAN I	10
ENERGY CONSERV COORD	19	FOREST TECHNICIAN II	13
ENGINEERING AIDE I	06	FOREST TECHNICIAN III	15
ENGINEERING AIDE II	08	FOREST TECHNICIAN IV	16
ENGINEERING TECH I	10	FORESTER I	19
ENGINEERING TECH II	13	FORESTER II	20
ENGINEERING TECH III	16	FORESTER III	23
ENGINEERING TECH IV	19	FORESTER IV	24
ENGINEERING TECH V	22	FORESTRY AIDE	08
ENTOMOLOGIST I	19	FRAUD INVESTIGATOR	21
ENTOMOLOGIST II	24		
ENVIRONMENTAL SANITARIAN I	18	<b>G...</b>	
ENVIRONMENTAL SANITARIAN II	25	GIFT & FOOD SRVC CL I	07
ENVIRONMNTL TECH I	09	GIFT & FOOD SRVC CL II	11
ENVIRONMNTL TECH II	12	GIFT & FOOD SRVC MGR	17
ENVIRONMNTL TECH III	14	GATE OPERATOR	06
ENVIRONMENTALIST I	16	GEOLOGICAL EXPLOR. SUPT.	19
ENVIRONMENTALIST II	19	GEOLOGICAL EXPLOR. SUPV.	15
ENVIRONMENTALIST III	23	GEOLOGICAL EXPLOR. TECH I	09
EQUAL EMPLMT OPPOR COORD	21	GEOLOGICAL EXPLOR. TECH II	11
EQUIP CONTROL OFFICER	17	GEOLOGICAL EXPLOR. TECH III	12
EQUIP MECH FRMN	19	GEOLOGICAL EXPLOR. TR	07

GRADUATE NURSE	16	INTERNAL AUDITOR II	21
GRANTS & CONTRCT TECH	15	INTERNAL AUDITOR III	23
GRANTS PROG COOR	23	INTERVIEWER I	16
GREYHOUND PADDOC INSP	12	INTERVIEWER TRAINEE	14
GROOMING SUPERVISOR	14	INTERVIEWER II	18
GROUPS FOREMAN	10	INTRICATE EQUIP TECH I	10
GROUPS SUPERVISOR	12	INTRICAT EQUIP TECH II	12
GROUPSMAN	07	INTRICAT EQUIP TECH III	14
		INVENTORY CNTRL SUPV	14
<b>H...</b>		<b>J...</b>	
HARBORMASTER	08	JOURNEYMAN ELECTRICIN	14
HATCHERY BIOLOGIST	22	JUNIOR EXAMINER	23
HEALTH FACIL CLEAN I	04	JUNIOR PLANNER	17
HEALTH FACIL CLEAN II	07	JUVENILE PROB & PAROLE ASST	15
HEALTH FACIL CLEAN III	08	JUVENILE PROB & PAROLE OFF I	20
HEALTH FACIL CLN SUP I	12	JUVENILE PROB & PAROLE OFF II	22
HEALTH FACIL CLN SUP II	15	JUVENILE PROB & PAROLE SUPV	24
HEALTH PHYSICIST I	23		
HEAD LIFEGUARD	10	<b>K...</b>	
HLTH CARE FAC PROG REVIEWER	19		
HLTH FAC CONS COORD I	21	<b>L...</b>	
HLTH FAC CONS COORD II	24	LABOR INSPECTOR	19
HLTH CARE CLAIMS REP	22	LABOR MARKET ANAL I	16
HEALTH PROMO ADVSR	23	LABOR MARKET ANAL II	20
HEAVY EQUIP MECH	16	LABORATORY ASST I	09
HEAVY DUTY CRANE OP	14	LABORATORY ASST II	12
HEAVY SIGN MAINT FRM	17	LABORATORY ASST III	14
HIGHWAY GARAGE CUST	07	LABORATORY HELPER	05
HIGHWAY MAINTAINR I	07	LABORATORY SCIENT I	16
HIGHWAY MAINTAINR II	09	LABORATORY SCIENT II	18
HIGHWAY MAINTAINR III	12	LABORATORY SCIENT III	20
HIGHWAY PAT FOREMN	17	LABORER	05
HIGHWAY SAFETY FLD REP	24	LAND AGENT	22
HOSPITAL UNIT ASSIST	11	LANDSCAPE SPECIALIST	20
HOUSE LEADER	21	LAUNDRY FOREMAN	11
HUMAN RESRCS ASST I	09	LAUNDRY MANAGER I	13
HUMAN RESRCS ASST II	12	LAUNDRY MANAGER II	15
HUMAN RESRCS ASST III	14	LAUNDRY WORKER I	03
HUMAN RESRCS COOR I	21	LAUNDRY WORKER II	05
HUMAN RESRCS COOR II	23	LAUNDRY WORKER III	07
HUMAN RESRCS SPEC I	21	LEAD PARI-MUT INSP	14
HUMAN RESRCS SPEC II	24	LEGAL AIDE	15
HUMAN RESRCS TECH	17	LEGAL ASSISTANT	19
		LEGAL RESEARCH ASST	24
<b>I...</b>		LEGAL SECRETARY I	08
INDUST PRETREAT COORD	23	LEGAL SECRETARY II	11
INFO CTR ATTEND I	06	LEGAL SECRETARY III	13
INFO CTR ATTEND II	08	LEGAL SECRETARY IV	15
INFORMATIONAL REPR	21	LIBRARY AIDE	06
INSTITUTION SAFTY OFF	23	LIBRARY ASSISTANT I	04
INSTIT STAF DEV COOR	18	LIBRARY ASSISTANT II	08
INSUR CLAIMS REP	22	LIBRARY ASSOCIATE	14
INSUR FRAUD INVEST	24	LIBRARY DELIV DRVR	08
INSUR LICENSE CLERK	11	LIBRARY TECHNICIAN I	11
INSUR LICENSE SUPRV	17	LIBRARY TECHNICIAN II	13
INSUR TAXATION OFF	21	LICENSE CLERK	11
INTERNAL AFFAIRS INVEST	19	LICENSE COORDINATOR	11
INTERNAL AUDITOR I	19		



LICENSED PRAC NURSE I	16	MENTAL HLTH WRKR II	11
LICENSED PRAC NURSE II	18	MENTAL HLTH WRKR III	13
LICENSING & EVAL COOR	20	MENTAL HLTH WRKR TR	07
LICENSING OFFICER	14	MENTAL HLTH WRKR/HSE SUPV	14
LIFEGUARD I	06	MESSENGER MAIL CLK	05
LIFEGUARD II	08	MICROBIOLOGIST I	20
LIFT ATTENDANT	07	MICROBIOLOGIEST II	24
LIFT OPERATOR I	09	MICROWAVE TECH	21
LIFT OPERATOR II	11	MOTOR EQUIP OPER/HEAVY DUTY	09
LINEN CONTROL SUPVR	10	MOUNTAIN EQUIP OPER	12
LIQ COMM EXAMINER I	16	MNTN PATROL PERSON	09
LIQ COMM EXAMINER II	19	MUNICIPAL ACCTS AUDITOR	24
LIQ COMM EXAMINER III	22		
LIQUOR LIC SPEC	16	<b>N...</b>	
LIQUOR SHPPR & RCVR	12	NURSE PRACTITIONER	25
LIVESTK & POULT DIS CONT INS	14	NURSE SPECIALIST	25
LOCKSMITH	14	NURSING ASSISTANT I	09
LOTTERY FIELD SUPRV	20	NURSING ASSISTANT II	11
LOTTERY GAMES SUPRV	20	NURSING ASSISTANT TR	07
LOTTERY MRKTG COOR	19	NURSING ASSISTANT III	14
LOTTERY REP I	17	NURSING COORD	27
LOTTERY REP II	19		
LOTTERY TCKT SELLER I	08	<b>O...</b>	
LOTTERY TCKT SELLER II	09	OCCUP THERAPY ASST	14
		OFFSET PRESS OP I	10
<b>M...</b>		OFFSET PRESS OP II	12
MACHINIST	15	OFFSET PRESS OP III	14
MACHINIST SUPERV	17	OFFSET PRESS OP IV	15
MAIL CLERK I	08	OFFSET PRESS OP V	17
MAIL CLERK II	09	OHRV REGIONAL COORD	09
MAIL CLERK III	13	ORG PROC & HANDLING INSP	16
MAILING MACHINE OPERATOR	11		
MAILING SUPERVISOR I	15	<b>P...</b>	
MAILING SUPERVISOR II	17	PAINT SHOP MNGR I	13
MAINTENANCE MECH I	08	PAINT SHOP MNGR II	15
MAINTENANCE MECH II	12	PAINTER	11
MAINT MECH FOREMAN	15	PARALEGAL I	16
MAINTENANCE SUPRV	21	PARALEGAL II	19
MAINTENANCE TECH	21	PARI-MUTUEL RACING INV	19
MANAGEMNT ANALYST	21	PARI-MUTUEL COMM CALC	16
MANAGER	25	PARI-MUTUEL COMM INSP	06
MARINE BIOLOGIST	23	PARK GUIDE I	07
MARINE PATROL OFFICER	12	PARK GUIDE II	09
MARINE PATROL SUPV	14	PARK MANAGER I	09
MARINE PATROL TR	09	PARK MANAGER II	12
MASON	14	PARK MANAGER III	15
MEDIA GENERALIST	17	PARK MANAGER IV	17
MEDICAL CODING CLK	13	PARK MANAGER V	20
MEDICAL RECORDS SUPRV	15	PAVEMENT MRKG FOREMAN I	14
MEDICAL RECORDS TECH	11	PAVEMENT MRKG FOREMAN II	18
MEDICAL TYPIST I	07	PAYROLL OFFICER I	14
MEDICAL TYPIST II	10	PAYROLL OFFICER II	16
MEDICAL SRVC TECH	17	PC SPECIALIST I	17
MEDICAL SECRETARY I	08	PC SPECIALIST II	21
MEDICAL SECRETARY II	11	PESTICIDES CERT COORD	22
MEDICAL SVC CONSUL I	20	PESTICIDES INSPECTOR	19
MEDICAL SVC CONSUL II	22	PHARMACY CLERK	09
MENTAL HLTH WRKR I	09	PHARMACY TECH	10

PHOTOCOPY MACH. OPER.	08	RADIATION HEALTH PHY II	23
PHYS THERAPIST AIDE	07	RADIO DISPATCHER	08
PHYS THERAPY ASST	14	RAILROAD INSP/INVEST	21
PIPEFITTER	14	RAILROAD PLANNER	24
PLNG ANLYST/DATA SYS	24	REAL ESTATE APPRSR	23
PLNG ANLYST/PROG COOR	24	REAL ESTATE APPRSR TR I	14
PLANNING TECH I	14	REAL ESTATE APPRSR TR II	16
PLANNING TECH II	17	REAL ESTATE APPRSR TR III	19
PLANT MAINT ENG I	17	REAL ESTATE APPRSR TR IV	21
PLANT MAINT ENG II	19	REAL ESTATE COMM INVES	20
PLANT MAINT ENG III	21	RECORDS CONTROL CLK	10
PLANT MAINT ENG IV	24	RECR THERAPIST I	19
PLUMBER	14	RECR THERAPIST II	21
PLUMBER SUPRV I	15	RECR THERAPY ASST I	09
PLUMBER SUPRV II	17	RECR THERAPY ASST II	11
POLICE COMM SPEC I	11	RECREATIONAL ASSISTANT II	08
POLICE COMM SPEC II	14	REFRIGERATION MECH	14
PLUMBERS BD INSP	20	REGIONAL COORD	21
PRE-PRESS PROD COMPUTER OP	13	REGIONAL PARK SUPRV	22
PRINT SHOP ESTIMATOR	15	REGISTERED NURSE I	19
PRINT SHOP MANAGER	18	REGISTERED NURSE II	21
PRINT SHOP SUPRV	21	REGISTERED NURSE III	23
PRISON DENTAL OFFICE SUPV	16	REGISTRAR	21
PRISON SHOP MNGR I	16	REHAB COUNSELOR I	19
PRISON SHOP MNGR II	18	REHAB COUNSELOR II	21
PROGRAM ASSISTANT I	12	REHAB COUNSELOR III	23
PROGRAM ASSISTANT II	15	REHAB TECHNICIAN	12
PROGRAM ASSISTANT III	17	REPROD EQUIP OPER I	08
PROGRAMS EVAL SPEC	21	REPROD EQUIP OPER II	10
PROGRAM PLANNER I	19	RESEARCH ANALYST	23
PROGRAM PLANNER II	21	RES CARE ASST I	07
PROGRAM REVIEWER	20	RES CARE ASST II	10
PROGRAMS INFO OFF	23	RES CARE ASST III	12
PROGRAMS TECH	19	RES CARE ASST TR	06
PROGRAM SPEC I	19	RESIDENT INTERN	12
PROGRAM SPEC II	21	RESIDENT SERVICES SUPER.	25
PROGRAM SPEC III	23	RESIDENTIAL AIDE	06
PROVIDER SVCS REP I	19	RETAIL STORE CLERK I	06
PROVIDER SVCS REP II	22	RETAIL STORE CLERK II	11
PROP & MAINT SUPV	17	RETAIL STORE MGR I	13
PSYCH SOCIAL WORKER	21	RETAIL STORE MGR II	15
PUBLIC HEALTH NURSE	19	RETAIL STORE MGR III	17
PUB HEALTH NURSE COORD	21	RETAIL STORE MGR IV	19
PUB HEALTH PROG COORD	20	RETIREMENT COUNSEL I	18
PUBLIC RELA REP & TR OFF	21	RETIREMENT COUNSEL II	20
PURCHASING AGENT	24	ROW ABTRACTOR	21
PURCHASING ASST	12	ROW AGENT I	18
PUBLIC TRANS. SAFETY SUPER.	19	ROW AGENT II	20
		ROW AGENT III	22
<b>Q...</b>		ROW APPRAISER I	19
QUALITY ASSUR COOR	19	ROW APPRAISER II	22
QUALITY ASSUR SPEC	23	ROW CHIEF RELOC ADVISOR	23
QUALITY CONTR INVESTIGATOR	20	ROW RELOC ADV I	16
QUALITY CONTR RVWR	20	ROW RELOC ADV II	19
		ROAD TOLL AUDITOR I	16
<b>R...</b>		ROAD TOLL AUDITOR II	20
RACING INSP & MESSENGER	06	ROAD TOLL AUDITOR III	23
RADIATION HEALTH PHY I	20	ROADSIDE LABORER	02

S...		STATISTICIAN II	19
SEAMSTRESS	07	STOCK CLERK I	03
SECRETARY I	07	STOCK CLERK II	08
SECRETARY II	09	STOCK CLERK III	11
SECRETARY TRAINEE	04	STOCK CONTROL SUPRV	12
SECRETARY STENO I	07	STOREKEEPER	10
SECRETARY STENO II	09	STORE SUPRV/MGR I	21
SECRETARY TYPIST I	06	STORE SUPRV/MGR II	23
SECRETARY TYPIST II	08	STUDENT FIN ASST COORD	25
SECRETARY TYPIST TR	03	SUBST ABUSE COUNSELOR	18
SEC & INSUR EXAMINE	17	SUPERINTENDENT OF EQUIP	24
SECURITY OFFICER I	12	SUPERVISING LAB SCIENTIST	23
SECURITY OFFICER II	14	SUPERVISOR I	19
SECURITY OFFICER III	15	SUPERVISOR II	21
SECURITY OFFICER IV	17	SUPERVISOR III	23
SENIOR ACCNTG TECH	14	SUPV OF BENEFITS ADJUD UNIT	24
SENIOR CLK INTERVWR	10	SUPV OF BENEFIT PYMT CNTRL	24
SENIOR HUMAN RES. TECH	19	SUPV OF CASH TERM OPR	16
SENR BRIDGE CONS SUPER	23	SUPV OF COMPUTER OPNS	19
SENR PSYC SOCIAL WRKR	24	SUPV OF PRE-PRESS PRODUCTION	17
SENIOR RADIO DISP	09	SUPV OF PRODUCTION CONTROL	18
SERVICE & PROD TECH	12	SUPV OF QUALITY CONTROL	24
SKI INSTRUCTOR I	02	SUPV OF REGISTRATION	23
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SIGN SHOP MANAGER	18	SURVEY TEAM TECH I	10
SKI PATROLLER I	12	SURVEY TEAM TECH II	12
SKI PATROLLER II	13	SURVEY TEAM TECH III	15
SKI PATROLLER	09	SURVEY TEAM TECH IV	19
SKI PAT & TRAIL MAINT CHF	17	SURVEY TEAM TECH V	22
SKI PATROLLER TR	07	SURPLUS PROP STKPR I	10
SNOWMKG & CONS FRMN	17	SURPLUS PROP STKPR II	13
SNOWMKG&CONS SUB-FRM	14	SWITCHBOARD OPER I	08
SOCIAL WORKER I	16	SWITCHBOARD OPER II	11
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SOCIAL WORKER III	19	SYSTEMS DEVEL SPEC II	21
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**APPENDIX C**

***LAW ENFORCEMENT,***

***NON-STANDARD,***

***AND***

***FIRE PROTECTION***

***CLASSIFICATIONS***

APPENDIX C

**LAW ENFORCEMENT, NON-STANDARD, and FIRE PROTECTION**

All positions listed herein have salary adjustments of 20% unless otherwise indicated.

**ADJUTANT GENERAL DEPARTMENT**

***Fire Protection/Non-Exempt***

State Fire Fighter I  
State Fire Fighter II  
State Fire Fighter III  
State Fire Fighter Trainee

***Fire Protection/Exempt***

State Deputy Fire Chief  
State Fire Chief  
State Fire Fighter Supervisor

**DEPARTMENT of CORRECTIONS**

***Law Enforcement/Exempt***

Probation-Parole Officer IV  
Corrections Major (10%)

***Non-Standard/Exempt***

Administrator of Services (10%)  
Farm Manager (10%)  
License Plate Shop Mgr. (10%)

***Law Enforcement/Non-Exempt***

Probation-Parole Officer I  
Probation-Parole Officer II  
Probation-Parole Officer III  
Probation-Parole Officer Trainee  
Corrections Officer Tr (10%)  
Corrections Officer (10%)  
Corrections Corporal (10%)  
Corrections Sgt. (10%)  
Corrections Lt. (10%)  
Corrections Captain (10%)  
Corrections Unit Manager (10%)

**DEPARTMENT of FISH and GAME**

***Law Enforcement/Exempt***

Conservation Officer Major  
Conservation Officer Captain  
Conservation Officer Lieutenant  
Conservation Officer Colonel

***Law Enforcement/Non-Exempt***

Conservation Officer Sergeant  
Conservation Officer I  
Conservation Officer II (First Class)  
Conservation Officer Trainee  
Deputy Conservation Officer

**LIQUOR COMMISSION**

***Law Enforcement/Exempt***

Chief of Licensing & Enforcement  
Dep. Chief of Enforcement  
Asst. Chief, Liquor Law Enforcement  
Liquor Enforcement Lieutenant

***Law Enforcement/Non-Exempt***

Liquor Investigator I  
Liquor Investigator II  
Liquor Enforcement Sergeant

**PARI-MUTUAL COMMISSION**

***Law Enforcement/Exempt***

Gaming Enforcement Supervisor (10%)

***Law Enforcement/Non-Exempt***

Gaming Enforcement Officer (10%)

**POLICE TRAINING AND STANDARDS**

***Law Enforcement/Exempt***

Asst Director, Law Enforcement Training  
Law Enforcement Training Specialist

**DEPT. OF RESOURCES AND ECONOMIC DEVELOPEMNT**

***Law Enforcement/Exempt***

Supervisor of Off Hwy Rec Vehicles  
Forester V

***Law Enforcement/Non-Exempt***

Area Supervisor, Bur. of OHRV  
Forest Ranger I  
Forest Ranger II  
Forest Ranger III  
Forest Ranger IV

**DEPARTMENT of SAFETY**

***Law Enforcement/Exempt***

Deputy Fire Marshal  
Hwy Patrol & Enforcement Captain  
Hwy Patrol & Enforcement Lieutenant  
Marine Patrol Captain  
State Police Captain  
State Police Executive Major  
State Police Lieutenant  
State Police Major

***Non-Standard/Exempt***

Communications Supv (10%)  
Criminalist III  
Supervising Criminalist

***Law Enforcement/Non-Exempt***

Fire Investigator  
Hwy Patrol & Enforcement Officer I  
Hwy Patrol & Enforcement Officer II  
Hwy Patrol & Enforcement Corporal  
Hwy Patrol & Enforcement Sergeant  
Marine Patrol Lieutenant  
Marine Patrol Sergeant  
Marine Patrol District Supv

***Non-Standard/Non-Exempt***

Criminalist I  
Criminalist II  
Navigation Maint. Mech\*  
Nav. Maint. Mech Supv\*  
Pupil Trsp Safety Supv (10%)  
Chief Rec. Ride & Lift Safety

\*(non-standard for 6 mos./yr.)

**APPENDIX D**

*DENTAL*

*PLAN*

*BENEFITS*



## DENTAL PLAN

1. **Calendar Year** – January 1 through December 31
2. **Eligibility Period** - First day of the month following completion of 1 month of continuous employment
3. **Eligible Persons** – Full-time Employees, their spouses and dependent children are covered under this plan. Children will be covered beginning the first of the month following their 2<sup>nd</sup> birthday and may remain covered until their 19<sup>th</sup> birthday; unmarried dependent children who are full-time students are covered until their 25<sup>th</sup> birthday.
4. **Selected Benefits & Percentage Paid By Delta** –

Coverage A - Diagnostic & Preventive	100%
Coverage B – Restorative	80%
Coverage C – Prosthodontics and Orthodontics	50%
5. **Maximum Contract Year Benefit** - The maximum amount which your plan will pay is \$1,000.00 per person per Calendar Year. Any expense incurred during the last 3 months of a calendar year which is applied against an individual's deductible will also reduce his/her deductible for the next year.
6. **Deductible** - There is a \$25.00 deductible per person per Calendar Year, applied to Coverage C services only.
7. **Contribution** – There will no contribution on the part of the employee for employee (and dependent) coverage.

### COVERAGE A BENEFITS

#### **Diagnostic:**

Evaluations to determine required dental treatment

Limited oral evaluation

Comprehensive oral evaluation – one complete comprehensive evaluation per specialist or general Dentist in a lifetime.

Periodic evaluation – once in any period of six (6) consecutive months. This can be by a specialist or a general Dentist.

#### **Preventive:**

Specific procedures employed to prevent the occurrence of dental disease

Prophylaxis (cleaning) – once in any period of six (6) consecutive months (child prophylaxis up to thirteenth (13) birthday; adult prophylaxis thereafter). This can be a routine prophylaxis or a full mouth debridement (Coverage A), or periodontal maintenance procedures (Coverage B).

Fluoride treatment – once in any period of twelve (12) consecutive months up to eighteenth (18) birthday

Space Maintainers

Sealants

*NOTE: The time limitation will be measured from the date the service was last performed.*

## COVERAGE B BENEFITS

### **Diagnostic:**

Radiographs (x-rays) – complete series or panoramic film once in any period of three (3) consecutive years; bitewing films (x-rays) once in any period of six (6) consecutive months; films (x-rays) of individual teeth as necessary.

### **Palliative Treatment:**

Minor treatment for the relief of pain

### **Restorative:**

Amalgam (silver) and/or resin (white) restorations. Resin restorations are a benefit on anterior teeth only.

### **Endodontics:**

Pulpal therapy, apicoectomies, retrograde fillings, and root canal therapy

### **Periodontics:**

Treatment of diseased tissue supporting the teeth and periodontal maintenance procedures. Prophylaxis (cleaning) – once (1) in any period of six (6) consecutive months. This can be a routine prophylaxis or a full mouth debridement (Coverage A) or periodontal maintenance procedures (Coverage B).

### **Oral Surgery:**

Extractions and covered surgical procedures

### **Injection Drugs**

### **Denture Repair:**

Repair of removable denture

### **Denture Rebase And Reline:**

Rebase and Reline of complete and partial dentures

### **Crown and Fixed Partial Denture Repair:**

Repair of crown or fixed partial denture to its original condition

### **Anesthesia:**

General anesthesia administered in conjunction with an extraction, tooth reimplantation, surgical exposure of the tooth, biopsy, transseptal, fibrotomy, alveoloplasty, vestibuloplasty, incision and drainage of an abscess, and/or frenulectomy.

General anesthesia will also be covered when administered in conjunction with procedures performed in the dental office for the following covered patients:

- (a) A child under the age of four (4) who is determined by a licensed Dentist in conjunction with a licensed primary care physician to have a dental condition of significant complexity which requires the child to receive general anesthesia for the treatment of such condition; or

- (b) A person who has exceptional medical circumstances or a developmental disability as determined by a licensed physician which place the person at serious risk.

*NOTE: The time limitation will be measured from the date the service was last performed.*

#### **COVERAGE C BENEFITS**

##### **Restorative Crowns and Onlays:**

Crowns and onlays when a tooth cannot be adequately restored with amalgam (silver) or resin (white) restorations

##### **Prosthodontics:**

Fixed partial dentures (abutment crowns and pontics); removable complete and partial dentures; core buildups; cast and prefabricated post and cores; and precision attachments.

##### **Implant Supported Prosthetics**

##### **Orthodontics**

Limited to dependent children and eligible students. \$1,200 lifetime maximum.

*NOTE: The time limitation will be measured from the date the service was last performed.*

#### **GENERAL EXCLUSIONS AND LIMITATIONS**

The dental benefits provided by the dental benefit administrator shall not include the following:

- a. Services for injuries or conditions compensable under Worker's Compensation or Employer's Liability laws.
- b. Services that are determined by the dental benefit administrator to be rendered for cosmetic reasons, or to correct congenital malformations, or cosmetic surgery. (This exclusion is not intended to exclude services provided to newborn children for congenital defects or birth abnormalities.)
- c. Services including, but not limited to, endodontics and prosthodontics (including crowns and removable and fixed dentures), started prior to the date the Subscriber or Dependent became eligible under the Agreement.
- d. Prescription drugs, premedications, and/or relative analgesia.
- e. Charges for hospitalization, general anesthesia for restorative dentistry (except as noted in Section III. Coverage B Benefits), preventive control programs, periodontal splinting, myofunctional therapy, treatment of temporomandibular joint (TMJ) dysfunction and related diagnostic procedures, equilibration, and gnathological reporting.
- f. Charges for failure to keep a scheduled visit with the Dentist.
- g. Charges for completion of forms. Such charges shall not be made to a Subscriber or Dependent by Participating Dentists.
- h. Dental Care that is not necessary and customary as determined by generally accepted dental practice standards.
- i. Dental Care or supplies that are not within the classification of benefits defined in the Agreement.
- j. Appliances, procedures, or restorations for: (a) increasing vertical dimension; (b) altering, restoring, or maintaining occlusion; (c) replacing tooth structure lost by attrition or abrasion; (d) correcting congenital or developmental malformations; (e) esthetic purposes; or (f) implantology techniques.

k. Payments of benefits for the Subscriber and/or Dependent(s) terminate on the last day of the month after the date on which the Subscriber becomes ineligible for benefits.

l. Charges for Dental Care or supplies for which no charge would have been made in the absence of dental benefits.

m. Charges for Dental Care or supplies received as a result of dental disease, defect, or injury due to act of war, declared or undeclared.

n. Temporary services.

o. A consultation unless performed by a practitioner who is not performing further services.

p. Case presentation and treatment planning. Patient will be responsible for any additional fee.

q. Athletic mouthguards and occlusal guards (night guards).

r. Pulp vitality tests.

s. Incomplete treatment.

Please note: This benefit summary describes some of the benefits, terms of coverage and exclusions under your dental plan. A complete description of the benefits, terms of coverage, exclusions and limitations is provided in the Dental Plan Description.

**APPENDIX E**  
*MEMORANDUM*  
*OF*  
*UNDERSTANDING*

**MEMORANDUM OF UNDERSTANDING**

AGREEMENT made this 4<sup>th</sup> day of October 2005, by and between the State Negotiating Committee, State of New Hampshire (hereinafter “the Employer”) and the State Employees Association of New Hampshire, SEIU Local 1984, (hereinafter “the Association”) and hereinafter jointly referred to as “the Parties,” who say as follows:

WHEREAS, the Employer and the Association are the bona fide representatives of the Governor of the State of New Hampshire and certain certified bargaining units of classified employees of the State of New Hampshire as is more fully set forth in Article I of the Collective Bargaining Agreement, respectively; and

WHEREAS, the Parties in good faith entered into a Settlement Agreement on April 22, 2005 setting forth the terms and conditions of employment for a successor Collective Bargaining Agreement to take effect on July 1, 2005; and

WHEREAS, such terms and conditions of employment included an agreement to pay salary increases of two percent (2%) effective on July 1, 2005; two percent (2%) on January 1, 2006; and two percent (2%) on July 1, 2006; and

WHEREAS, the New Hampshire General Court approved salary increases for these classified employees in HB 2 (Chapter 177, Laws of 2005) an amount of two percent (2%) effective July 8, 2005; two percent (2%) on January 6, 2005; and two percent (2%) on July 7, 2006; and

WHEREAS, it is the Parties’ intent that the April 22, 2005 Settlement Agreement and the dates contained therein should be given full effect.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to propose legislation to the General Court at its 2006 session that amends HB 2 (Chapter 177, Laws of 2005) by amending the date of the third salary increase from July 7, 2006 to take effect June 16, 2006.
2. The Employer shall draft the amendment legislation as set forth in Paragraph 1 and provide it to the Association for its review not later than October 3, 2005.
3. The Association shall review the proposed legislation and shall indicate its approval not later than October 6, 2005.
4. The Parties shall have the amendment filed by a sponsor(s) on October 7, 2005.
5. The Parties agree that they shall make every reasonable effort to secure passage of this amendment by the General Court as expeditiously as possible.
- 6.

WHEREFORE, the Parties intending to be bound by these mutual promises execute this Agreement on the date first recited above by their authorized representatives.

State Negotiating Committee  
State of New Hampshire

State Employees Association of  
New Hampshire, SEIU Local 1984

By: \_\_\_\_\_  
Sara Willingham  
Manager of Employee Relations

By: \_\_\_\_\_  
Lorri Hayes  
Contract and Field Operations Administrator

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