2007-2009

Collective Bargaining Agreement

State of New Hampshire

and

Conservation Officers Union
NEPBA Local 40

Preamble

Collective Bargaining Agreement

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Agreement is made and entered into between the New Hampshire Fish and Game Conservation Officer's Union, Local 40 of the New England Police Benevolent Association hereinafter referred to as the "Union" 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 Fish and Game Department's Law Enforcement Division 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.

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 New England Police Benevolent Association (NEPBA), which shall serve as exclusive representative of all classified employees in the bargaining unit (full-time non-probationary Conservation Officers and full-time Conservation Officers II) with the exception of those classified employees excluded from the definition of public employee under the provisions of RSA 273-A:1, IX. The NEPBA 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 NEPBA as a representative of the employees in the unit.

1.3. Union: Reference to the "Union" as exclusive representative of the employees, means the organization of New Hampshire Fish and Game Conservation Officer's Union, Local 40 of the New England Police Benevolent Association. 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 Union in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Union as authorized representative for such purposes. Further references to the Union in this Agreement means the New Hampshire Fish and Game Conservation Officer's Union 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 employees due to lack of work, for budgetary reasons or for other like considerations;

2.1.4. Maintaining the efficiency of governmental operations;

2.1.5. Determining the means, methods and personnel by which such operations are to be conducted;

2.1.6. Taking whatever actions may be necessary to carry out the mission of the department in situations of emergency, the determination of such situations to be the prerogative of the Employer.

2.2. "Emergency" Defined: For purposes of this section "emergency" is defined as any condition or situation out of the ordinary which requires immediate action to avoid danger to life, property, or to prevent losses affecting the Employer, the employee or the general public.

2.3. "Department" Defined: For purposes of this Agreement "department" means the Department of Fish and Game or its successor.

Article III
Union Rights

3.1. Member and Employee Reports: The Employer agrees to provide payroll deduction information to the Union on a computer disk or other mutually agreed format at least biweekly for the administration of dues deductions and Union programs.

In addition, the Employer shall notify the Union 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 Union members only
- employee's state identification number for Union members only
- employee's business email address
- 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

3.2. Union Business: The internal business of the Union shall be conducted by employees during their non-duty hours.

3.3. Use of Mail Systems: In recognition of the Union's obligations as the exclusive representative of all employees in the bargaining unit regardless of Union membership, the Union may utilize the Employer's messenger service and, to the extent that they do or may exist, electronic mail (email) system(s) for the duration of this Agreement for internal Union business, provided that said mailings are clearly identified as the property of the Union and, if email, contain "UNION BUSINESS" in the subject line. Mailings and emails shall not be sent or opened by employees during work time and cannot interrupt the normal course of the Employer's business. The Union agrees to abide by the terms of the Employer's Computer Use Agreements when utilizing the Employer's email system(s). Internal Union business may include, but is not limited to, posting of notices, Union elections, reports of the Union or its committees, legislative news, decisions of the Public Employee Labor Relations Board (PELRB), and judicial decisions affecting public employees. The Union shall not mail or email any materials which are obscene, defamatory, or which may impair the operation of the department; or, which constitute partisan, political campaign material. Where the Employer finds mailed or emailed material to be objectionable as violative of the Agreement, it will consult with the Union or any representative. If such consultation does not resolve the Employer's objections, the material in question shall be promptly removed from the system by the Employer. The Union understands that the employer cannot guarantee privacy. The Union, not the Employer, is responsible for addressing the mailings.

3.4. Use of Facilities: The Union 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 Union, bargaining unit employees, Union staff members, and guests with the prior approval of the Employer.

3.4.4. Nothing in this provision shall be construed as a limitation of the rights of the Union, 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 Union 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: Union officials shall be allowed a cumulative total of fifteen (15) 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 Union 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 Union to the quadrennial convention of the New England Police

Benevolent Association. The Union 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 1st until negotiations begin for up to two (2) members of the Union's state-level bargaining team.

3.8. Group Programs: The Union shall be allowed the use of one (1) payroll deductions[s] for any group program(s) in addition to a dues deduction.

3.9. Executive Board of Directors Leave: The Employer shall authorize four hours per quarter without loss of time or pay for the Union's Executive Board of Directors for the purpose of attending meetings of the Executive Board. The employee shall give a seven day notice for use of such leave.

3.10. Employee Orientation: Employees shall be entitled to an orientation within thirty (30) calendar days of hire. The orientation may be presented in written form, by video, in person, or by any combination of presentation methods. The Employer shall inform new full time unit employees that the Union is the exclusive representative of all unit employees and provide information on all employee benefit programs provided by the Employer. The Employer agrees to distribute informational packets provided by the Union to new employees. The Union shall be allowed to make a presentation at orientations offered by the Employer. The presentation may be up to one half hour in duration and shall be conducted by a Union staff person. If a Union staff person is unable to attend the orientation, a Union staff person shall have access to all new employees for up to one half hour at the convenience of the Employer within thirty (30) calendar days following the orientation.

Article IV
Consultation and 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 unit 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 Union shall be made to the Bureau of Employee Relations or to the appropriate agency by either the President of the Union, or designee, of the Union. Consultation requests by the Employer shall be made to the President of the Union or his designee.

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: A Union staff member shall represent the bargaining unit alone, or with not more than five (5) employees. The Union 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 Union 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 Union or the Employer.

4.2. 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 Union shall be entitled to have payroll deductions for membership dues from its members.

5.2. Written Authorization: The Union 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 Union members vote for a change in Union dues which necessitates a modification of payroll deductions and the Union 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 Union 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 and Membership: Employees who are members of the Union on the effective date of the Agreement shall be notified in writing by the Union that they must retain their membership throughout the period (term) of the Agreement, except that each member shall have the opportunity to withdraw membership during a fifteen (15) day period commencing on August 15 of each calendar year. The withdrawal shall be in writing, and delivered to the Union President no later than the end of the fifteen (15) day period:

President of the Union, NEPBA Local 40

11 Hazen Drive

Concord, NH 03301

5.6 Notice to Members: Membership application documents for employees who join the Union 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 Agency Fee: Any permanent unit employee who is not a member of the Union and does not become a member of the union shall, as a condition of employment, be required to pay an agency fee equal to a prorated share of the actual cost of negotiating and administering this Collective Bargaining Agreement and the associated grievance procedure. Any unit employee hired on or

after the effective date of this Agreement and who has not made application for membership on or before the thirtieth (30th) day prior to successful completion of a probationary period, shall be required to pay an agency fee as defined above upon attaining permanent status. The Union shall be entitled to payroll deduction of such fees.

5.8 With respect to any officer on whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the officer the agency fee financial obligation including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

5.9 The Union has certified to the Employer that the affected officer has been delinquent in his obligations for at least thirty (30) days;

5.10 The Union has certified to the Employer that the affected officer has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his obligation pursuant to this Article.

Article VI
Basic Work Period

6.1. Basic Work Period: The basic work period for bargaining unit employees, with due allowance for authorized holidays and leaves of absence with pay, including but not limited to, paid compensatory time off, paid annual leave, paid sick leave, paid bereavement time, shall be one hundred and sixty (160) hours in a twenty-eight (28) consecutive day period.

6.2 *Scheduled* Hours: The Employer agrees to schedule unit employees for one hundred sixty (160) hours during the basic work period.

6.3. Meal Periods: Every employee shall receive a lunch period of not less than one half hour nor more than one hour. 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. Employees shall have the right to request a flexible or alternative schedule and to receive a timely response to that request from the Employer.

Article VII
Overtime

7.1. 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.
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.

7.1.2. Time and One Half Rate: Unit employee shall be entitled to compensation at one and one-half times their regular rate of pay for all hours worked in excess of one hundred sixty (160) hours in a twenty-eight (28) day period.

7.1.3. Compensatory Time: An employee may receive compensatory time off at the rates specified in 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 provision:

a. 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. 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.

a. Non-exempt law enforcement employees shall be entitled to one and one half time the regular rate of compensation for each hour of overtime worked.

7.4. "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.

"Hours worked" shall include all hours actually worked and all hours on approved leave status including bona fide meal periods, bona fide rest periods and absences due to a compensable worker's compensation injury except any time worked for which specific compensation provisions have been established elsewhere in the Agreement.

7.5. Overtime Funding: Whenever funds are not available, unit 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. The Department recognizes its obligation to request sufficient appropriations to pay for anticipated overtime work.

7.6. Return to Work:

7.6.1. Call Back: 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 four (4) hours compensation.

7.6.2. Employees called back to work pursuant to 7.11 shall have the "hours worked" computed from portal to portal.

7.6.3. Standby: Any law enforcement 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.

Article VIII
Private Duty Details

8.1. Employees may work approved private duty details on off-duty hours. The Employer shall adopt reasonable policies in keeping with the intent of this provision. Employees shall be compensated at one and one half (1 1/2) times the rate of pay for a Conservation Officer II at maximum step and shall be guaranteed a minimum of four (4) hours compensation with compensation for time worked beyond four (4) hours to be paid in increments of one half (1/2) hour.

Article IX
Holidays

9.1. An employee shall be entitled to all holidays 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. An 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. An 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 an 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. Floating Holidays: In addition to the authorized days in 9.2. each employee shall be authorized two (2) floating holidays of his/her choice per fiscal year.

9.5.1. Accrual: Employees shall accrue one (1) day on July 1, and one (1) day on January 1 of each fiscal year.

9.5.2. Equivalence: A day shall be worth 8 hours for employees on a 40 hour workweek.

9.5.3. Usage: Days accrued under this provision must be requested in whole days, and granted within the fiscal years covered by this Agreement.

9.5.4. Application: Requests for, and the granting of, shall conform to the pertinent requirements and standards set forth in Article 10.3.

9.5.5. Denial of Application: The employee may grieve a denial by the Employer of a requested floating holiday. The grievance shall be filed in accordance with the grievance procedure in the Agreement.

9.6.6. 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: 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. Annual leave shall be cumulative for not more than the prescribed days and shall not lapse.

Continuous Years Worked	Days Accrued per Month	Year	Maximum Accrual
0 thru 1	1 day	12*	
2 thru 5	1 1/4 days	15	32
6 thru 10	1 1/2 days	18	38
11 thru 15	1 3/4 days	21	44
15 plus	2 days	24	50

1 1/4 days = 10 hours; 1 1/2 days = 12 hours
1 3/4 days = 14 hours; 2 days = 16 hours

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

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

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.

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

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: Employees shall not be unreasonably denied time off without loss of pay or leave for the purpose of making blood donations or undergoing bone marrow registry testing.

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. Prior Service Credit: 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.

10.15 Military Leave: Any full-time employee of the State who is a member of the National Guard or of a reserve component of the armed forces of the United States shall be entitled to military leave when such duty is in conflict with the employee's regular work schedule. The employee, regardless of funding source, shall be entitled to fifteen (15) days of paid military leave per training year to engage in temporary active duty when such duty is in conflict with the employee's work schedule.

a. In time of armed conflict, members of the National Guard or Armed Forces Reserves who are assigned duties related to notification of next of kin, ceremonial or funeral details shall be released from their regular duties without loss of leave or pay. Such employees shall provide their supervisor with notice as soon as possible as to the date and expected duration of such assignments.

Article XI
Sick Leave

11.1. Entitlement: 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. Sick leave shall be cumulative for not more than the prescribed days and shall not lapse.

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

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

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

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

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

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

11.2. 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 (FMLA), or to accompany such person(s) to healthcare provider visits.

In addition to the five (5) days authorized above, an employee may utilize up to fifteen (15) days of sick leave per fiscal year for the purpose of providing care to an ill or injured family member who has an FMLA-qualified illness or injury and is "incapable of self-care" within the meaning of the FMLA. This leave shall be counted as part of the employee's FMLA leave entitlement.

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, same sex domestic partner, children, the minor or dependent children of the same sex domestic partner, mother-in-law, father-in-law, parents, step-parents, step-children, step-brother, step-sister, foster children, 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.

11.2.3. Employees may use up to twelve weeks of non-intermittent sick leave for the birth of their baby or adoption of their child. The leave, if taken, shall be taken immediately following the birth or adoption and shall be counted as part of the employee's Family Medical Leave Act entitlement.

11.2.4 Workers Compensation: An employee who is absent due to a compensable work injury shall continue to have health and dental benefits paid, and shall not have seniority, longevity,

increment, or leave accrual dates changed. Actual leave accrual will resume on the employee's return to work.

11.3. Application for Use: To utilize his/her sick leave allowance, the employee must file a written application with the Employer specifying the basis of the request is
"illness",
"injury",
"serious health condition as defined by the FMLA",
"dependent care",
"medical/dental appointment"
"bereavement", or
"sick bank"
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.

11.10. 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.

11.11. Sick Bank: All employees may maintain and contribute to a sick leave bank on a voluntary basis from their unused sick leave credits. The rules and procedures of the sick leave bank shall be established by a Sick Leave Bank Committee. There shall be three members of the Sick Leave Bank Committee consisting of the Director or designee and one member each from locals 40 and 45 of the NEPBA. A copy of all rules and procedures under which the sick leave bank operates must be agreed to by the Department and by the New Hampshire Fish and Game Conservation Officers Local 40. The Sick Leave Bank Article or the procedure and standards established by the Sick Leave Bank Committee shall not be subject to the grievance procedure.

Article XII
Union Representation

12.1. Stewards: The Employer agrees to recognize the three (3) Steward(s) duly authorized by the Union.

12.2. Non-discrimination: The Employer agrees there shall be no discrimination against any Steward because of his or her duties as a Union official or member. The Union 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 Union 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 Union 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 a Union training program. The Union 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 Union 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 Union . 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 Union 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 Union 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. "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 Union shall fully cooperate by encouraging all employees to perform their assigned tasks in a safe manner.

13.2. Safety Committee: A Safety Committee composed of members representing 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 Union, within ten (10) days.

13.3. Access to Aid, Information: The Employer agrees to maintain first aid kits located in secure but readily accessible areas. All on-the-job injuries, regardless of seriousness, shall be reported to the Supervisor. The names and telephone numbers of emergency services, e.g. police, fire, licensed ambulance services and the poison control center shall be posted on official bulletin boards.

13.4. Access to Inoculations, Diagnostic Clinics: 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 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 Union.

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 Union retains the right to submit the matter to arbitration under Article XIV, Section 14.5.

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 Union agree to work together towards this end. Nothing in this article shall be interpreted as preventing or discouraging any 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 representative of the Union may substitute in place of the Steward.

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. 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 employee to present a grievance without the intervention of the exclusive representative in accordance with RSA 273-A: 11(a).

14.1.6. In any case where the rights of the Union, as opposed to rights of members, are affected, the Union may file a grievance in its own name through any of its agents or officers and shall be filed directly with the Agency Head and shall be considered a Step III appeal.

14.1.7. A grievance initiated by the Employer against the Union or its members shall be filed directly with the Union President and shall be considered a Step III appeal.

14.1.8. 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.

14.1.9. 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 Union.

14.2. Grievance Procedure - ***STEP I - Employee and Immediate Supervisor***

14.2.1. The employee and/or his/her Steward and/or his/her NEPBA representative, 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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*** **–Public Employees Labor Relations/ Arbitration**

14.5.1. If subsequent to the agency head's decision the Union feels that further review is justified an unfair labor practice complaint may be submitted to the Public Employees Labor Relations Board (PELRB). In the alternative, the Union may submit the matter to arbitration. A copy of the complaint must be sent to the Employer at the same time. Said complaint shall be submitted within thirty (30)

working days from the date the employee or Steward was notified of the decision. A copy of the complaint must be sent to the Employer at the same time. The decision of the Arbitrator shall be final and binding.

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: The arbitrator's fees and expenses shall be borne equally by the Union and the Department.

14.5.4. Arbitrator Panel: Arbitrators shall be chosen by the parties from a list maintained by the Public Employees Labor Relations Board (PELRB). If the parties are unable to agree on an arbitrator, the PELRB shall be asked to appoint an arbitrator.

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

14.6.2. 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 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: Employees shall be provided with a copy of letters of complaint by a third party and letters of commendation at the same time such letters are placed in the personnel file.

16.1.2. Employment Recommendations: If requested, upon termination an 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 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: An 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: An 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.

Article XVII
Notices

17.1. Notice to Union: Whenever a written legal notice is required to be given by the State to the Union, such notice shall be given to the President of the Union of the New England Police Benevolent Association.

17.2. Notice to State: Whenever written legal notice is required to be given by the Union to the Employer such notice shall be given to the Agency Head or designee.

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

19.1. Employees shall be entitled to all the rights and benefits provided by this Agreement.

19.2. Wages:

19.2.1. Each classified employee shall be paid in accordance with the salary schedules contained in Appendix A.

19.2.1.a. Notwithstanding any Rule to the contrary, nothing in this Agreement shall prevent the Employer from requesting higher step placements from the Division of Personnel for unit employees who are promoted, demoted or transferred into another position within their own unit or in a different unit.

19.2.2. The Parties agree that there shall be three additional steps added to the salary matrices effective December 28, 2001. 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. All salaries for classified bargaining unit employees shall increase fifty one (51) cents per hour on July 6, 2007 and shall be paid in accordance with the salary schedule contained in Appendix A.

19.2.4. All salaries for classified bargaining unit employees shall increase by three and one half (3.5) percent on January 4, 2008 and shall be paid in accordance with the salary schedule contained in Appendix A.

19.2.5. All salaries for classified bargaining unit employees shall increase by five and one half (5.5) percent on January 2, 2009 and shall be paid in accordance with the salary schedule contained in Appendix A.

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 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 employee's 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 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 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 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 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 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 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 employees shall have available to them all rules, regulations and directives relative to the department by which they are employed.

19.8. Health Insurance: The Employer shall make available to employees and their dependents a Network health benefit plan (i.e. HMO) and a Point-of-Service (POS) health benefit plan. An employee's eligibility and opportunity to elect available health care options shall be in accordance with the "Benefits Highlights" set forth in Appendix D and E and the enrollment conditions of the respective plans.

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

The level of benefits, cost-sharing, dependent coverage and Employer premium contributions of the Network and POS health plans offered under this provision shall be in accordance with the following provisions and with the specifications for a competitive bid.

a. Except as provided in subparagraphs (1) and (2) of this section, the Employer shall pay the full premium or premium equivalent cost for employee only, two person and family coverage.

1. Effective with the pay period beginning July 6, 2007, all employees who subscribe in either the Network or the POS plan shall pay $25.00 per pay period.

2. Effective with the pay period beginning January 2, 2009, all employees who subscribe in either the Network or the POS plan shall pay $30.00 per pay period.

b. The Network plan design shall be as described in Appendix D. Additional benefits, terms of coverage, exclusions and limitations not described in and not inconsistent with Appendix F shall be comparable to those set out in the Benefits Booklet for active state employees in effect on the day preceding the effective date of this agreement. The office visit co-payments for the Network Plan shall increase to $10.00 per visit for Primary Care Physicians and $20.00 per visit for Specialists effective January 1, 2009.

c. The POS plan design shall be as described in Appendix E. Additional benefits, terms of coverage, exclusions and limitations not described in and not inconsistent with Appendix G shall be comparable to those set out in the Benefits Booklet for active state employees in effect on the day preceding the effective date of this agreement. The office visit co-payments for the POS Plan shall increase to $20.00 per visit for Primary Care Physicians and $30.00 per visit for Specialists effective January 1, 2009.

d. Effective January 1, 2008, subscribers in either the Network or POS plans shall be eligible to participate annually in a health reimbursement arrangement established by the Employer, upon

annual completion and proper submission of the health risk appraisal provided for under the respective plans. The arrangement shall provide funds for the payment of any out-of-pocket costs associated with health care services and products obtained under the health plan and/or other eligible health care expenditures up to the amount of $200.

e. Domestic partners of employees who are the same sex as the employee shall be eligible for coverage under the Employer's available health benefit plans as though they were married spouses. Dependents of such domestic partners shall be eligible for coverage under the health plans as if they were dependents of the employee. Requirements for domestic partner benefit eligibility shall be in accordance with Appendix E. Employees meeting such requirements shall then be authorized by the Employer to enroll their domestic partners and dependents.

f. The Employer shall provide coverage under the health plans consistent with Chapter 321 of the Laws of 2006, and known as Michelle's Law and codified in RSA 415.

19.9. Term Life Insurance: 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 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.

19.13. Dental Insurance: 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, 2007.

19.14. Change of Residence: The Employer agrees that when any 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 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. Discount at State Recreational Areas: Any employee shall be entitled to a fifty-percent (50%) discount on the admission price of state-owned recreational areas when accompanied by one or more persons who pay the full admission price. Employees must abide by the established discount rules and regulations to obtain the discount. .

19.17. Payroll Confidentiality: The Employer agrees that 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.

19.18. Equipment Replacement: The Employer shall not charge any 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 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, 2009 and nothing in this agreement implies a commitment to continue this discount beyond June 30, 2009.

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 Re-opening

21.1. Duration: This Agreement as executed by the Parties is effective July 1, 2007 and shall remain in full force and effect through June 30, 2009 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, 2008 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 19th day of July, 2007.

John Lynch, Governor
State of New Hampshire

Mark Hensel, President
Conservation Officers Union
NEPBA Local 40

State Negotiating Committee
Thomas Manning, Chairman
Clifton Below
Monica Ciolfi
Alex Feldvebel
Earl Sweeney
Stephen Taylor
Sara Willingham

Union Negotiating Committee
Andrew Ray, Secretary -Treasurer, NEPBA
Ronald Scaccia, Regional Vice President, NEPBA

Article XXII
Fish and Game Conservation Officer Miscellaneous Issues

22.1. In addition to any other compensation required by this Agreement, any employee who is a scuba diver shall receive a differential of twenty-five ($25.00) dollars per hour for diving work. The Dive Master shall receive an additional five ($5.00) dollars per hour in addition to that required above.

22.2. The Employer shall conduct orientation sessions and other training courses as required to provide all employees with instruction in the proper use and handling of chemicals and other hazardous materials and in the proper and safe operation of equipment, including, but not limited to, boats and snowmobiles.

22.3. The Employer shall provide sufficient and proper protective clothing and safety equipment to properly protect each employee involved in any specific work operation.

22.4. Employees who come into contact with animals, which may transmit any disease to humans, shall be provided preventive testing and immunization at the Employer's expense.

22.5. Conservation Officers will be allowed to use approved non-issued holsters. Approval shall not be unreasonably denied.

22.6. Department-sanctioned canine handlers who incur expenses for the care and feeding of their canine shall be entitled to reasonable reimbursement for those expenses.

22.7. Department-sanctioned canine handlers shall be allowed forty-five (45) minutes per day during their regularly-scheduled work hours for the care and feeding of their canine.

22.8. Whenever an employee is assigned to on-call duty he/she shall be provided with an appropriately equipped vehicle, if available, for all hours in that status.

22.9. Each member of the underwater diving team shall have the right to use any issued diving equipment on the team member's day off. The employee agrees to maintain the equipment in working condition. The Employer does not have any liability for equipment used on the team members day off.

22.10. Conservation officers seeking appointment to Field Training Officers (FTO) must first receive recommendation by the individual officer's District Lieutenant and Sergeant. That recommendation must then] be approved by the Chief of Law Enforcement] Department Head. After appointment, Field Training Officers (FTO) will receive a stipend of ten dollars ($10.00) per day for the date(s) working with trainees.

22.11. The Employer shall continue its policy to permit outside employment by employees, subject to such limitations and requirements as the Employer may deem necessary for the best interest of the state.

22.12. Physical Fitness and state vehicle use. The Employer shall allow Conservation Officers to utilize state-owned vehicles assigned to them as transportation to and from pre-approved fitness facilities to maintain physical fitness standards required by the Employer or Police Standards and Training Council under the following conditions:

a. prior approval must be obtained from the Department
b. the fitness facility must be a recognized business located within or adjacent to the officer's patrol area.
c. officers may use their assigned vehicle only on duty days and must be in uniform.
d. officers may not use their assigned vehicle for personal use on non-duty days.
e. the time traveling to and from the fitness facility and the time at the facility are uncompensated.

22.13. Sunset of Certain Provisions. The provisions in this agreement relative to domestic partners of employees shall sunset six months after the effective date of legislation enacted by the Legislature of any law conferring the right upon persons of the same sex to form civil unions or to marry. If such legislation is later repealed, the domestic partner provisions in this agreement shall be reinstated upon the effective date of such repeal.

APPENDIX A

WAGE SCALES

APPENDIX B

LAW ENFORCEMENT CLASSIFICATIONS

Law Enforcement/Non-Exempt
Conservation Officer I
Conservation Officer II (First Class)

APPENDIX C

DENTAL PLAN BENEFITS
ACTIVE EMPLOYEES

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 2nd birthday and may remain covered until their 19th birthday; unmarried dependent children who are full-time students are covered until their 25th 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 $1,200.00 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.

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.

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**

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, fiberotomy, 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) 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 $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 administration 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, equilibrium, 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.

h. Dental Care or supplies that are not within the classification of benefits defined in the Agreement.

i. 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.

j. 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.

APPENDICES D & E

HEALTH PLAN BENEFITS
ACTIVE EMPLOYEES