COLLECTIVE BARGAINING AGREEMENT

between the

STATE OF NEW HAMPSHIRE

and the

STATE EMPLOYEES' ASSOCIATION of NEW HAMPSHIRE, INC.,

Service Employees International Union

Local 1984

Sub-Unit Agreements

2015 - 2017

All sub-units will be numbered in accordance with the listing below.

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Article XXII
ADJUTANT GENERAL
(Effective October 3, 2015)

22.1. Employees of the Department of the Adjutant General shall be permitted to swap shifts under the following conditions:

a. The Employer will not be obligated to pay overtime due to a swap.

b. The Employer will not be obligated to alter either the employee's shift differential pay due to a swap.

c. Employees shall arrange the swap so the Employer is notified in advance of the date, individuals, and shifts involved, so that approval may be granted.

d. Swaps may be scheduled no more than 6 months from date of request.

e. Employees shall not swap more than 5 shifts in one month.

f. Employees shall assume all duties of the individuals swapping.

g. Employees shall remain current with required training.

h. Swaps shall be limited to one of the following:

1. Swaps between Assistant Chiefs (State Firefighter Supervisor).
2. Swaps between Shift Captains (State Firefighter III) and Lieutenants (State Firefighter II).
3. Swaps between Firefighters (State Firefighter I) and Qualified Firefighter Trainees (State Firefighter Trainee).

22.2. Fire Protection employees may request compensatory time off at the rates specified in Article 8.2.b in lieu of overtime pay and in accordance with the following:

a. Fire Protection employees may accumulate up to fifty-three (53) hours of compensatory time.

b. The maximum allowable compensatory time accrued of fifty-three (53) hours may be exceeded by mutual agreement between the employee and the Employer.

c. All accrued compensatory time must be taken within one (1) year from the date the compensatory time is earned. Except as required by law, accrued compensatory time shall not be paid.

d. All compensatory time off will be taken at a mutually agreed time and shall not be unreasonably denied.

22.3. Holiday pay – state firefighters shall receive 10 hours 36 minutes of compensation for holiday pay.

22.4. State Firefighters in the bargaining unit shall be entitled to the following leave provisions, which shall be administered in accordance with the terms outlined in Article XI:

a. Firefighters shall be entitled to sick dependent leave at the rate of forty-eight (48) hours per fiscal year.

b. Firefighters shall be entitled to bereavement leave at the rate of seventy-two (72) hours per occurrence for immediate family members as defined by Article 11.2.2.

c. Firefighters shall be entitled to bonus leave at the rate of forty-eight (48) hours for using twenty-four hours or less of sick leave per fiscal year and appropriate fractions thereof.

d. This provision shall remain in effect as long as the current basic work period is in effect.

22.5. Full-time Fire Fighters in the bargaining unit shall be entitled to annual leave with full pay in accordance with the provisions of Article X and based on the formula given below:

Continuous Years Worked	**Days Accrued per Month**	**Hours Accrued Per Year**	**Maximum Accrual**
0 through 1	1 day	127 hrs, 12 minutes	127 hrs, 12 minutes
2 through 8	1 ¼ days	159 hrs	339 hrs, 12 minutes
9 through 15	1 ½ days	190 hrs, 48 minutes	402 hrs, 48 minutes
16 through 20	1 ¾ days	222 hrs, 36 minutes	466 hrs, 24 minutes
21 plus	2 days	254 hrs, 24 minutes	530 hrs

a. For the purposes of calculating leave time, one day is equal to 10 hours and 36 minutes; 1 ¼ days = 13 hours and 15 minutes; 1 ½ days = 16 hours; 1 3/4 days = 18 hours, 30 minutes; and 2 days = 21 hours, 12 minutes.

b. This provision shall remain in effect as long as the current basic work period is in effect.

22.6. Full-time Fire Fighters in the bargaining unit shall be entitled to sick leave in accordance with the provisions of Article XI and based on the formula given below:

Continuous Years Worked	**Days Accrued per Month**	**Hours Accrued per Year**	**Maximum Accrual**
0 through 8	1 ¼ days	159 hours	954 hours
9 through 15	1 ¼ days	159 hours	1,113 hours
16 plus	1 ¼ days	159 hours	1,272 hours

a. For the purposes of calculating leave time, 1 ¼ days = 13 hours and 15 minutes.

b. This provision shall remain in effect as long as the current basic work period is in effect.

22.7. Notwithstanding any other rule to the contrary, when a State Firefighter is assigned to perform the duties of a higher-level position for a period of four (4) consecutive shifts or more, the State Firefighter shall be paid at the higher-level salary grade at the start of the fifth shift.

22.8. The Parties agree to establish a Labor Management Committee for the State Firefighters covered by this Article. The Committee shall be made up of an equal number of Firefighter members appointed by the Association and Firefighter Administrators.

The Committee shall meet at least quarterly on days and at times that are mutually agreeable to the Association and the Employer, unless the Association and the Employer mutually agree to postpone.

Article XXIII
ADMINISTRATIVE SERVICES
(Effective October 3, 2015)

23.1 The parties agree to establish a Parking Committee consisting of two (2) representatives designated by the Employer and two (2) unit employees who are union members. The purpose of this Committee is to discuss issues faced by unit employees related to parking in Concord for business purposes. The Committee will develop three (3) written recommendations for review and presentation to the Commissioner of Administrative Services within 120 days of the effective date of this Agreement. The Commissioner agrees to reply to the recommendations within 60 days from the date the report is submitted.

23.2 The Employer and the Association will establish a committee for the purpose of developing and implementing a mutually agreeable departmental employee education policy, available to all unit employees. Topics for discussion shall include staff development, availability of training and education programs, and funding measures and procedures. The Committee will develop a written report for review by the Commissioner of Administrative Services no later than 120 days from the effective date of this Agreement.

23.3. The Employer shall devise and publish in conspicuous places, an evacuation plan of the department facilities for use in the case of emergency.

23.4 The Employer shall provide reflective vests and hard hats to all Public Works employees at project sites.

Article XXIV
AGRICULTURE

24.1. The Parties agree to consult relative to alternative work schedules for employees of the Bureau of Weights & Measures, pursuant to the provisions of Article IV of the Agreement.

Article XXV
BANKING
(Effective September 17, 2015)

25.1. Employees shall receive mileage from portal to portal when performing Banking Department business. Notwithstanding the above, employees will not receive mileage when assigned or performing duties at the department's headquarters or in the City of Concord.

25.2. All employees shall be entitled to meal and overnight lodging reimbursements at applicable levels pursuant to 25.3., in connection with work assignments fifty (50) miles or more from the department's headquarters or from their residence, provided however, that for good cause, the Commissioner may authorize overnight status within a fifty (50) mile radius from the department headquarters or from the employee's residence.

25.3. Employees on overnight status shall receive a per diem meal allowance equal to the per diem rate for the geographic area of assignment as promulgated in Appendix A to Chapter 301 of the Federal Travel Regulations by the US General Services Administration as amended from time to time, plus lodging at actual cost.

Article XXVI
CORRECTIONS
(Effective October 3, 2015)

26.1. All permanent state employees of the prisons and Secure Psychiatric Unit who qualify shall receive hazardous duty pay as prescribed by statute.

26.2. The administration shall provide each uniformed employee the following uniform items as a basic issue:

Three (3) short-sleeved shirts during the first year of employment
Five (5) short-sleeved shirts after the first year of employment
Three (3) pair uniform pants during the first year of employment
Five (5) pair of uniform pants after the first year of employment.
One (1) coat (year-round weight)
One (1) sweater
One (1) uniform cap
One (1) uniform badge
Required chevrons and insignia
One (1) pair hinged handcuff and holder (case)

Wet and cold weather gear shall be made available for on-the-job use by employees who regularly work out of doors.

The Employer shall replace state-issued items which are damaged or become worn as a result of employment. Wash and wear items may be laundered and pressed at the prison.

Other uniform items may be added or replaced as approved annually by the Employer after review of submitted recommendations by an established uniform committee. A boot allowance in the amount of ($50.00) will be paid out to each full-time permanent uniformed employee each fiscal year. The employee will have the option to have the allowance paid through the payroll system or submit a purchase receipt for reimbursement up to the authorized dollar amount. Employees who choose to be reimbursed shall not be entitled to any payment through the payroll system if the employee's request for reimbursement does not total $50.00.

The Employer will have the uniform coat (year round weight) dry cleaned once a year.

26.2.1. A uniform committee shall be established to review uniforms. There will be at least two (2) union representatives on the committee. The purpose of this Committee is to discuss the uniform and make any needed recommendations to upgrade the uniform allotment. The Committee will develop recommendations for review and presentation to the Commissioner annually, if necessary. The Commissioner agrees to reply to the recommendations within sixty (60) days from the date the report is submitted.

26.3. Employees may grow and maintain a mustache, so long as such mustache is kept neat and trimmed.

26.4. The Warden and his/her designee agree to meet with the Chapter president(s), and the unit Stewards upon the request of the Chapter's president or presidents at a mutually agreeable time.

26.5. Security employees shall be allowed a lunch break, if possible, at the discretion of the Employer. The break is to be taken away from the immediate work area when possible. Security employees are subject to immediate recall during said lunch break.

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

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

26.8. Each nursing department employee shall, whenever possible, work a forty (40) hour, five (5) day work schedule providing every second or third weekend off.

26.9. The Employer shall provide meals to prison and SPU staff members under the following conditions:

a. to an officer upon completion of at least four (4) hours overtime either immediately before or after a scheduled tour of duty.

b. to an officer in each dining room during each feeding for the purpose of quality assurance and reporting.

c. to officers on duty in the Special Housing Unit for quality assurance and reporting

d. to officers assigned to towers, outside security posts, and inmate details outside the prison walls when security considerations dictate that relief for other meal arrangements is not practical.

26.10. Employees who work overtime shall be allowed a thirty-minute break within two hours of the shift change.

26.11. **Vacancies**: The Employer shall post all vacancies in accordance with statewide Division of Personnel Policies.

26.12. **Transfers**: All lateral transfers shall be posted by the Employer for not less than five (5) work days. Selection of employees for transfer shall be from responses to the posting and shall be made on the basis of seniority within the Department of Corrections. In the event that the most senior employee is not selected, specific performance based reasons for the non-selection of all senior employees passed over shall be made in writing to such employee(s) by the person making the selection. This written notice to employees not selected, including the reasons for non-selection, shall be completed within ten (10) work days.

26.12.1. The Employer shall provide three (3) months written notice to any unit employee who is to be transferred involuntarily to a location fifty (50) miles or more from Concord.

26.12.2. Lateral Transfers shall be posted department-wide and are defined as any movement within the same classification from one defined post or specific location to another within the Department of Corrections that is not temporary. This applies to all Department of Corrections bargaining unit positions. The posting will contain the facility, shift, days off, post or assignment, specific location and assigned duties.

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

26.12.3. In the event that the Lateral Transfer increases the allocated staffing level for that facility, the least senior employee in that classification at that facility may be reassigned at the discretion of the Commissioner or designee.
The affected employee shall be notified in writing of the reassignment at least three (3) weeks prior to the actual effective date of the reassignment, or three (3) months prior to the actual effective date if the transfer is involuntary and is to a location fifty miles or more from Concord.

26.12.4. **Specific Performance-Based Reasons - Non Interview**

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

Specific Performance-Based Reason - Interview

Specific performance-based reason are defined as reasons that impact the selection of the most senior employee after review of the knowledge, skills, and abilities for the posted position; the most recent annual evaluation and/or any formal disciplinary action that occurred within one (1) year of the date of the posting.

26.12.5. **Probationary Employees:** Probationary employees would only be eligible for a lateral transfer after they successfully complete the Corrections Academy, FTO Training

Program, and any other required training. The employer will take all reasonable steps to provide this required training within the first year of employment. If the employer can not provide the necessary training within the first year employees will be eligible for Lateral Transfer.

26.12.6.**Interviewed Positions:** Any position that requires specific knowledge, skills and abilities that differ/exceed the standard duties and assignments for similar positions of the same classification may be subject to an interview. All positions that are subject to an interview shall be listed on a formal document and signed by the employer and the Association.

26.12.7.**Temporary Reassignment:** The Employer may temporarily reassign an employee(s) at the employee's request. Temporary reassignments shall be for a sixty (60) day period unless the Employer and the employee agree to extend the time limit. At the conclusion of the time limit, the employee shall return to his/her previous assignment.

26.13. **Investigation of Employees:** Any unit employee against whom a complaint is made from any source shall be afforded, as a minimum, the following rights:

a. In every case when the Employer determines that an investigation of the facts or circumstances behind the complaint is to be undertaken, the employee shall be so notified in writing within seven (7) workdays. Notification shall include the reason(s) and/or cause(s) for the investigation.

b. The agency head or designee shall inform the subject employee bi-weekly or more often in writing or by email as to the status of the investigation and probable date of completion.

c. All investigations shall be completed and the final report thereof shall be filed with the Commissioner within forty five (45) workdays. This deadline may only be extended by the Commissioner and then only for exceptional reasons. Notice of any extension shall be in writing to the employee before the expiration of the 45-day period, and shall include all of the reasons for the extension and its duration.

d. During any investigation the employee shall retain his/her current status, schedule, assignment, and like rights unless the Commissioner determines that, for the good of the complainant or of the employee being investigated, the employee should be removed from his/her current status, schedule, assignment, etc. In such a circumstance, every possible effort shall be made to keep the employee on the same shift and the same regular days off.

e. In all cases where the investigation determines that the allegation(s) in a complaint are unfounded, all reports and documents pertaining thereto shall be labeled as "UNFOUNDED" then sealed and stored by the Commissioner separate from the employee's personnel records and files.

f. Any transfer or reassignment undertaken pursuant to sub-section "d" above shall be immediately and completely reversed upon a determination that a complaint was unfounded.

g. For the purposes of this provision, an investigation is defined as an inquiry into an allegation or allegations against a unit employee which, if founded, could possibly result in serious discipline including suspension without pay and dismissal.

h. In the event that a bargaining unit employee is suspended from duty pending completion of an investigation, all benefits as described with their Collective Bargaining Agreement shall remain in effect as provided below:

1. All persons suspended without pay shall maintain their medical and dental benefits during the suspension.

2. All persons suspended with pay or placed on Administrative leave shall maintain their level of benefits as expressed within their Collective Bargaining Agreement.

3. If reinstated, seniority, eligibility for step increases and creditable service toward retirement shall be restored for the period of suspension without pay.

4. In all cases any person suspended shall be afforded their due process under law, statute, policy, rules and/or procedures.

i. The foregoing provisions will apply until the time that formal disciplinary action is taken.

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

26.15. **Bulletin Boards**: The Association shall have the right to use a reasonable portion of any bulletin board in each unit, consistent with the requirements for posting and content set forth in Article III, Section 3.1. of this agreement.

26.16. **Employee Rights**: With respect to bargaining unit employees of the Department of Corrections, the Employer will neither engage in nor permit any restriction of the right of employees to:

a. express personally held views or opinions in any forum consistent with the U.S. Constitution and RSA 98-E;

b. legally assemble;

c. participate in demonstrations of personally held views or opinions;

d. be free from visual, photographic, audio, and/or video recording or surveillance by the Employer, caused by the Employer, permitted by the Employer, or any of its agents, of any personal, union-related, or other non-work activity;

e. be free from discriminatory, harassing, or suppressive actions or omissions under the guise of management prerogative, management right, work assignment, or scheduling assignment.

26.17. The Department of Corrections shall maintain a Labor Management Committee. The Labor Management Committee shall meet quarterly at mutually agreeable times. The Committee shall be made up of the Commissioner of Corrections, and a number of designees equal to the Association's, Department of Corrections Chapters. This provision shall remain in effect for the duration of this agreement.

26.18. The Basic work period for all Uniformed Correctional supervisors within the sub-unit, 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 leave, shall consist of eighty (80) hours in a fourteen (14) consecutive day period.

26.19. DOC Investigators, I, II, III shall be reimbursed up to two-hundred dollars ($200) per year for work related attire as defined by the Employer and purchased by the employee.

Article XXVII
CULTURAL RESOURCES

27.1. Unit employees shall permitted to telecommute, subject to the approval of the commissioner, and subject to reasonable conditions imposed by the commissioner.

Article XXVIII
EDUCATION

28.1. The Department of Education's Affirmative Action Plan shall be accessible to all employees at each work place within the Department of Education.

28.2. The Employer and the Association will establish a committee for the purpose of developing and implementing a mutually agreeable departmental employee educational policy. Topics for this committee shall include the staff development, educational leave, and Sabbatical programs, along with funding measures and procedures.

28.3. Whenever the temperature is extreme in any office building leased or owned by the Department, or the health and safety of employees is at risk, the President of Chapter 44 shall have access to the Commissioner, or a designee of the Commissioner, relative to establishing alternative work arrangements or closure of said offices for the affected employees without loss of pay or benefits.

28.4. Employees shall be provided with an identification card bearing their photograph to be worn by the employee and visible. These cards shall be laminated and provided at no cost to the employee.

28.5. The Employer shall make every effort to ensure that employee lounges, rest rooms, work areas, and meeting rooms are maintained, cleaned and hygienic.

28.6. The Employer agrees to maintain open communication with unit employees. Decisions affecting employees and/or the day-to-day work of the Department of Education shall be shared with employees though one of the following communications tools, depending upon subject matter and circumstance:

a. Email notification to selected employees appropriate to the topic being discussed;

b. Email notification to all employees on issues that affect the entire Department of Education;

c. Staff meetings called at the discretion of the Employer.

Article XXIX
EMPLOYMENT SECURITY
(Effective September 17, 2015)

29.1. The Employer and the Association agree to maintain a Unit Labor Management Committee. The composition of the Unit Labor Management Committee, its agenda and the frequency of its meetings shall be decided by the Committee.

The provision shall expire June 30, 2017.

Article XXX
ENVIRONMENTAL SERVICES

30.1. An employee engaged in hazardous duty requiring the use of Level A, B, or C protection, as defined in *Standard Operating Safety Guides*, Office of Emergency and Remedial Response, U.S. EPA, June 1992, Publication No. 9285.1-03, shall receive a differential of twenty-five dollars ($25.00) per hour for all hours in such protective equipment. Employees shall receive a minimum of one hour of differential pay for each instance when use of such protective equipment is required. After the first hour, payment shall be made in quarter hour increments.

30.2. The Employer shall issue or make available, at his/her discretion, such protective clothing and equipment as he/she deems necessary to provide for the health and safety of employees.

30.3. Employees shall be allowed to alter their regular work schedules by up to one-half (1/2) hour per day for the purpose of meeting transportation requirements.

30.4 Scuba divers and licensed blasters shall receive a differential of twenty five ($25.00) per hour for diving or blasting work. The Dive Master or Blasting Team Leader shall receive a differential of thirty dollars ($30) per hour. Employees shall receive a minimum of one hour of differential pay for each instance when use of such protective equipment is required. After the first hour, payment shall be made in quarter hour increments.

30.5. The Employer shall provide at least thirty (30) days written notice to any unit employee who is to be permanently transferred to a location forty (40) miles or more from the employee's present work location.

30.6. An employee shall be given at least fifteen (15) days written notice prior to implementation of a change in the employee's supplemental job description when that change results from a reorganization, unless the 15 days is waived by the employee in writing.

30.7 An employee engaged in hazardous duty while working at an industrial site involving climbing a smoke stack ladder or working off a mechanical lift system at elevations greater than twenty feet (20') and requiring the use of approved NFPA/ANSI fall protection lanyards, fully body arrest work harness and safety rail stack climbing devices shall receive a differential pay of twenty five ($25.00) per hour for all hours when in the presence of such site hazards and when using such safety devices. Employees shall receive a minimum of one hour of differential pay for each instance when use of such protective equipment is required. After the first hour, payment shall be made in quarter hour increments.

30.8 In lieu of the provisions of Article VII regarding On-Call, Call Back and Standby, employees who provide coverage for the Supervisory Control and Data Acquisition System (SCADA) outside of their regularly scheduled work hours shall be compensated as follows:

a. Employees shall receive one (1) hour of on-call pay at regular rate for every four (4) hours of on-call coverage.

b. Employees shall receive a minimum of one (1) hour of premium pay for each alarm to which the employee responds.

c. Employees shall not be entitled to count the time spent on premium pay toward the on-call coverage period.

d. Additional alarms occurring within the minimum one (1) hour premium pay period shall not entitle the employee to an additional one (1) hour minimum of premium pay.

30.9. **Shellfish**: Notwithstanding the provisions of Article VII regarding On-Call, Call Back and Standby, employees who provide coverage for the Shellfish Program outside of their regularly scheduled work hours shall receive thirty dollars ($30) for each day of assigned pager coverage. When calls are received during off-duty hours, responding employees shall be compensated for actual hours worked, and shall be guaranteed a minimum of one (1) hour of compensation per occurrence except for subsequent occurrences within the guaranteed one (1) hour minimum, in accordance with 7.3.2(a) of the master agreement.

Article XXXI
FISH and GAME
(Effective September 17, 2015)

31.1. The Employer agrees to enter into a tool rental agreement with mechanics wherein the Employer shall pay a fee for the employee's use of such tools in the service of the Employer. The agreement shall be of legal form and shall contain as minimum provisions the following:

a. Rental fee of two hundred dollars ($200.00) per year.

b. Ownership and use shall remain vested in the employee.

c. The employee shall furnish tools of less than one (1) inch.

d. A pro rata termination fee schedule.

31.2. In addition to any other compensation required by this Agreement, any employee who is a scuba diver shall receive a differential of fifteen dollars ($15.00) per hour for diving work. The Dive Master shall receive an additional three dollars ($3.00) per hour in addition to that required above.

31.3. 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.

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

For Hatchery employees it shall include at a minimum the following:

a) Rubber Gloves
b) Rubber Boots
c) Waders
d) Rain coat & pants
e) Required protective head gear
f) Eye & Hearing Protection as needed

The Employer shall replace state-issued items which are damaged or become worn as a result of employment.

31.5. 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.

31.6. 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.

31.7. 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.

31.8. 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.

Article XXXII
GLENCLIFF HOME for the ELDERLY

32.1. All employees will work straight eight (8) hour shifts.

32.2. Except in situations of emergency, which are compensated by separate provisions contained herein, an employee shall have two shifts of off-duty time between shifts.

32.3. Nursing department work schedules prepared by a supervisory nurse or nursing coordinator shall be posted in a conspicuous location. Schedules will be posted for a monthly four-week period, no later than the 15th of the preceding month. Reasonable efforts will be made to honor preference for requested days off at least twice a month. Any employee exchange of schedule time must be verified in writing by both employees and approved by the department head or person in charge on forms which will be provided. The above scheduling pertains to all employees.

32.4. Every reasonable effort shall be made to insure that more than one employee will be scheduled to work each shift in a resident building.

32.5. Every effort will be made so that weekends and days off shall be scheduled on a rotating basis in the power plant if they so desire.

32.6. Employee job specifications will be maintained in a single location accessible to all employees.

32.7. Employees shall be provided with a copy of their "Request for Leave" slips upon request.

32.8. Employees who are volunteers for the ambulance and fire fighting service shall not be required to use leave if they are responding to emergencies provided that proper supervisory consent is obtained and the response is to a second alarm.

32.9. Food service personnel who are assigned to work providing residents with lunch and dinner shall be entitled to shift differential in the amount prescribed by the Collective Bargaining Agreement and in accordance with the Memorandum of Agreement signed on November 13, 2001.

32.10. When there is no Administrative Supervisor or a representative of nursing coordinators in the facility, the "Charge of The Hill" will be assigned to a qualified unit nurse. A unit nurse who is assigned "charge of the hill" shall receive an hourly stipend of $2.00 per hour for the hours they are responsible for the facility. Said stipend shall be in addition to their regular hourly rate plus any shift differential or premiums normally applied.

32.11. Food Service Worker – Work at a Higher Rate: If a food service worker is required by the “Charge of the Hill” to work in a cooks position, that employee will be compensated

at the employee's regular rate unless the rate of the position assigned is higher, in which case the employee receives the higher rate, step for step, for actual hours worked in that position.

Article XXXIII
HEALTH AND HUMAN SERVICES
(Effective September 17, 2015)

33.1. Department employees may submit suggestions directly to the state office when the employee can substantiate that his/her suggestion has substance and has not received appropriate consideration through the normal chain of command.

33.2. Employees, whose normal duties do not require it, shall not be required to unload delivery vehicles.

33.3. The Association and the Employer shall each appoint four (4) members to the committee who will consult for the purpose of:

a. Recommending workload standards for all field staff and all State Office staff involved in delivery of services to clients.

b. Reviewing any proposed changes during the term of the Agreement to any workload standards established by the Department.

All established ranges shall be subject to Consultation by the parties pursuant to Article IV of the Collective Bargaining Agreement.

In both cases, a thirty (30) day comment period and a ten (10) day consultation period shall be provided prior to the adoption of any such standards.

The committee shall have its first meeting no later than September 1, 2015, shall meet monthly thereafter as necessary and produce a report to be presented to the Employer and the Association no later than September 1, 2016.

33.4. In order to improve worker-client contact the Department should continue to make reasonable effort to make such improvements to district office work sites that should increase privacy within limits of available funds.

33.5. The Employer shall make available by electronic posting the policy on dress code, which shall be subject to reasonable change by the Employer. The employer will consult with the Association two weeks prior to any proposed change in the policy.

33.6. Two employees will be present whenever an infant or client, who, in the determination of the supervisor, poses potential safety problems to the employee or to him or herself, is transported.

33.7. The Employer will make every reasonable effort to insure that the employee parking areas at all DHHS buildings, owned or leased, are properly plowed and/or treated prior to 7:30 a.m., in cases of inclement weather.

33.8. The Employer shall designate a specific representative to whom employee complaints relative to civil rights discrimination may be submitted and who will review such complaints and counsel the employee on remedies available.

33.9. Within limits of available funds, employees shall be assisted with costs for tuition, fees, and books relative to approved, job-related courses.

33.10. Employees will be provided with an identification card bearing their photograph and signature.

33.11. At the request of the Association, the Department shall establish a Labor Management Committee, which shall be made up of equal numbers of members appointed by the Association and members appointed by the Employer. The committee shall meet at least quarterly.

33.12. The employer shall make every reasonable effort when negotiating a lease for a Department worksite to provide for a parking space for every Department employee at that leased worksite.

ARTICLE XXXIV
INSURANCE DEPARTMENT

34.1. Insurance Company Examiners shall receive mileage reimbursement from portal to portal when performing examinations, examination related meetings, and training. Notwithstanding the above, examiners will not receive mileage when assigned duties at the department's headquarters.

34.2. When examinations are scheduled sufficiently in advance, the employer shall make every reasonable effort to provide at least 3 (three) weeks notice to any Insurance Company Examiner who is to be assigned to the examination when the employee will be required to stay overnight.

34.3. The employer agrees to post evacuation maps that are developed by the safety committee in accordance with applicable standards.

34.4. The Employer shall provide employees with an ISP service or other method of sending and receiving e-mail while on the road, or, reimburse employees the actual monthly cost of the service, not to exceed $25.00 (twenty five dollars).

34.5. For job assignments that require a Financial Examiner or market conduct examiner to stay away from home overnight for 2 (two) consecutive work weeks, the employer agrees to reimburse for reasonable laundry expenses, excluding dry cleaning, upon presentation of a receipt.

34.6. All Insurance Company Examiners shall be entitled to meal and overnight lodging reimbursements at applicable levels pursuant to 19.4, in connection with work assignments fifty (50) miles or more from their headquarters.

Article XXXV
JUVENILE JUSTICE SERVICES
(Effective October 3, 2015)

35.1. Employees shall be provided with an identification card bearing their photograph and signature.

35.2. Employees shall be provided with a two week notice prior to any permanent change in hours, work area or job duties.

35.3. The Employer agrees to provide telephone answering machines and pay for any installation costs to all juvenile probation and parole officers.

35.4. Direct care employees shall be allowed a lunch break if possible at the discretion of the Employer on each shift to be taken away from the immediate work area. Such employees are subject to recall during their lunch break.

35.4.1. The Employer shall provide meals to direct care employees who are assigned meal duty.

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

35.6. Any time worked beyond the scheduled overlap for shift change will be compensated as overtime in accordance with the provisions of Article VII of this Agreement.

35.7. No employee shall be required to attend meetings, classes or other events connected with work on off-duty time without receiving proper compensation. This shall not be construed to mean that any employee may not willingly choose to attend such meetings or events even if no compensation for off-duty time spent in this way is forthcoming.

35.8. The president of Chapter 21 shall be allowed to submit in writing topics of employee concern and may attend meetings at the request of the administrative staff.

35.9. The Employer shall make every reasonable effort to avoid having an employee work alone in units for any unreasonable period of time.

35.10. Dietary employees who are required to wear uniforms shall have such uniforms provided by the Employer. The employer agrees that articles of uniform, protective clothing and devices, or equipment currently provided and shall be uniformly provided within job classifications. The unit labor management committee may make changes to articles of uniform, protective clothing and devices, or equipment currently provided when it is reasonable to do so.

35.10.1. The Employer shall provide a reimbursement to any employee who PPE assessment indicates a need for prescription safety glasses. The allowance shall be paid for a one-time purchase of safety glasses or safety sunglasses/shades. Safety glasses shall be purchased in accordance with the following provisions:

a. The amount of the reimbursement shall be one-hundred fifty ($150.00) per employee.

b. When the Employer determines that an employee's safety glasses have been damaged due to job related activities, or when the employee's prescription changes enough to necessitate the purchase or repair of new safety glasses, that the employee shall be reimbursed for the cost not to exceed one-hundred fifty dollars ($150.00).

c. The Employer retains the right to determine the appropriate style, which shall accommodate top and side shields.

d. Prescription safety glasses shall meet current personal protective equipment standards.

35.11. If and when the Employer provides training to any employee, he/she shall attempt to provide such training as will be the most applicable to the employee's job functions. Employees may initiate requests, in writing, to the Director describing the specific training idea. The Director shall respond, in writing, within thirty (30) days.

35.12. Non-medically licensed employees shall not be permitted to dispense medication contrary to law.

35.13. Juvenile Parole Officers shall be provided with official badges and identification cards.

35.14. The Employer agrees to adjust work hours for those employees who, due to a change in shift or hours, require an adjustment in hours in order to complete previously approved educational courses or training programs.

35.15. The State should provide secure places for personal property wherever its facilities so permit.

35.16. The Employer should provide an affirmative action plan consistent with federal requirements.

35.17. **Direct Care Pay:** The Agency will provide direct care pay as provided by statute to all kitchen staff that work daily with residents in the kitchen. If it is determined that residents will no longer be allowed to work in the kitchen, the employees will no longer be eligible to receive direct care pay.

35.18. Academic employees on the 180 or 216 schedule shall receive an additional personal day annually to offset the reduction in the number of floating holidays from three (3) or two

(2) days per year. A fiscal year (FY) personal day shall be accrued on July 1 of each fiscal year. FY personal days accrued under this provision must be requested in whole days and used within the fiscal year in which it was accrued. FY personal days shall not be deducted from any other leave accrual.

35.19. Employees shall be allowed to have personal telephones (cell phones) at their worksites, but any such phones shall be kept in secure locations designated by the Employer. Employees shall be allowed access to and shall be permitted to use their phones during regular breaks and meal periods.

35.20. Employee Rights: With respect to bargaining unit employees of the Department of Juvenile Justice Services, the Employer will neither engage in nor permit any restriction of the right of employees to:

a. express personally held views or opinions in any forum consistent with the U.S. Constitution and RSA 98-E;

b. legally assemble;

c. participate in demonstrations of personally held views or opinions;

d. be free from visual, photographic, audio, and/or video recording or surveillance by the Employer, caused by the Employer, permitted by the Employer, or any of its agents, of any personal, union-related, or other non-work activity;

e. be free from discriminatory, harassing, or suppressive actions or omissions under the guise of management prerogative, management right, work assignment, or scheduling assignment.

35.21. Teachers chosen by the Administration to work through lunch duty shall be allowed to leave ½ hour earlier than the end of their normal work hours.

35.22. Two employees will be present whenever a client, who, in the determination of the supervisor, poses potential safety problems to the employee or to him or herself, is transported.

Article XXXVI
LIQUOR COMMISSION – ENFORCEMENT
(Effective July 9, 2014)

36.1. The Employer shall provide and maintain police frequency radios for the automobiles of the Enforcement Division Liquor Investigators.

36.2. To maintain communication among enforcement personnel, meetings for the purpose of training, discussion of changes in liquor laws, enforcement problems and practices and other matters will be held throughout the year. Attendance shall be mandatory.

36.3. The Employer agrees that in order to encourage greater professionalism within the Enforcement Division, the Employer shall encourage unit members in the Enforcement Division to seek out programs and seminars and permit their attendance at same without loss of time or pay. Application for attendance shall be made to the division director or designee at least two weeks in advance of the program.

36.4. The Liquor Commission, Division of Enforcement and Licensing, shall provide each employee with a copy of the Division Rules and Regulations, and a copy of all general orders and S.O.P.'s published pursuant thereto for which the employee may be held accountable.

36.5. The president of Chapter 10 of the Association shall be allowed to submit, in writing, topics of employee concerns to the Liquor Commissioners, and the Director of Enforcement and Licensing.

36.6. The Liquor Commission, Division of Enforcement, shall provide each sworn unit member with:

a. One (1) nylon jacket or other material approved by the commission, which shall identify the wearer, as "Police, Liquor Enforcement." Such jacket shall have a place for the display of a badge, or a facsimile badge embroidered or screened on the left breast. Such jacket shall be replaced as needed with a jacket of similar design, when the garment has sufficient wear.

b. One (1) hat which shall identify the wearer as, "Police, Liquor Enforcement." Such hat shall have facsimile badge embroidered or screened on the front of the cap. Such cap shall be replaced as needed with a cap of similar design, when the cap has had sufficient wear.

36.7. Sworn members and Field Examiners shall receive a clothing reimbursement of three hundred fifty dollars ($350.00) per year to be distributed in a manner to be determined by the Employer after consolation with the Association.

36.8. The Liquor Commission, Division of Enforcement & Licensing agrees to have all disciplinary actions, prior to issuance, approved by the Commissions Human Resources Administrator.

36.9. The employer shall pay cleaning expenses for uniforms and civilian clothing worn on duty in accordance with Division policy. Employees can wear civilian clothing when attending court, however the Division will not reimburse those cleaning expenses.

36.10. Exempt sworn employees of the Division of Liquor Enforcement shall be entitled to payment at their regular hourly rate for overtime hours worked except when, in the opinion of the Commission Chair, unusual circumstances warrant payment at the time and one half rate for equity purposes.

36.11. Call Back: Unit 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 and shall have their "time worked" computed from portal to portal.

36.12 Court: Any employee who is not on duty and is required, by the Employer, to appear in court or at an administrative hearing on behalf of the Employer, shall be compensated for all hours worked at time and one half the regular rate and shall be granted a minimum of four (4) hours compensation.

Article XXXVII
LIQUOR COMMISSION – RETAIL
(Effective July 9, 2014)

37.1. Any employee who is working alone in a retail store will not be required to carry packages for customers. The Employer will hold harmless any employee for the cost of spirits or wines involved in breakage incurred as a result of carrying purchases for customers.

37.2. Managers may dim the store lights ten minutes before scheduled closing time.

37.3. The Employer should provide a refrigerated water fountain in each retail store.

37.4. A communication system from the cashier's position to the manager's office in each store will be implemented as funds become available.

37.5. A reasonable dress code, appropriate for a retail operation consistent with the duties being performed, shall be determined through consultation between the Association and the Liquor Commission. The results of any such consultations shall be distributed by the Employer to all stores for posting.

37.6. The Employer agrees to provide name tags and aprons, or a substitute, which are to be worn in the sales area.

37.7. In the absence of the Retail Store Manager on Sundays and Calendar Holidays, the most senior highest ranking full time employee shall be the person in charge of the store. The employee in charge of the store will be paid at that employee's regular rate unless the rate of a Retail Store Manager II, Step I is higher, in which case that employee shall be paid at the Retail Store Manager II, Step I rate of pay. For the purpose of this section, the "most senior" shall be determined by the most recent period of continuous service in the N.H. Liquor Commission which is unbroken by resignation, termination, or retirement. For the purpose of this section, "absence" shall mean the entire work day.

37.8. All stores which keep stock on a floor other than on the sales floor will be equipped with a power lift conveyor belt.

37.9. An employee and his/her representative shall be authorized to discuss grievance matters in private outside of the customer service area in retail stores.

37.10. Work performed by full-time retail store employees on any Sunday or calendar holiday will be voluntary and employees who volunteer to perform such work shall be paid at the rate of time and one-half for all hours worked. An employee may receive compensatory time off at the rate of time and one-half for all hours worked by mutual agreement

between the Employer and employee, providing that the request of the employee is made prior to the Sunday or calendar holiday to be worked.

37.11. Any full-time Retail Store Employee whose regularly assigned store is closed on any holiday shall be given the opportunity to work in other stores prior to offering work to Supervisor I and II or temporary employees.

37.12. The Employer will make every effort to insure that employee lounges, rest areas, and rest rooms are maintained, cleaned and hygienic at the Storrs Street Administrative and Warehouse facility.

37.13. The Employer agrees to develop and keep current a listing of appropriate supervisory personnel so that employees may request annual leave during periods of inclement weather pursuant to Article X, Section 10.9. The Association agrees that in those instances where sufficient annual leave is requested and granted pursuant to Article X, Section 10.9. so as to render the further operation of the store(s) or other facility(ies) impractical, then all employees in that store or facility will be required to use annual leave to cover any period of closure.

The Parties agree that an employee who is in charge of a store or facility during periods of inclement weather shall be authorized to grant annual leave to a point where continued operation of the store or facility is impractical only after receiving authorization to do so from the Director of Stores or his/her designee.

37.14. The Employer agrees to distribute product information sheets on new products to all stores.

37.15. The Employer agrees that an employee who is working alone shall be permitted to lock the store for breaks, meals, and personal hygiene reasons.

37.16. Notwithstanding any other provision or article to the contrary, work performed by part-time bargaining unit employees at retail stores on any Sunday or Calendar Holiday will only be paid at the rate of one and one half time their regular hourly rate for all hours worked.

37.17. Sweepstakes incentive will be paid as follows:

a. Payroll records will be used to compute hours worked for the incentive program.

b. All full time employees in the in the store where the winning ticket was sold, will be credited for forty (40) hours unless they are out on paid leave and/or unpaid leave thirty continuous days prior to the drawing date.

c. Overtime will not be included in the compilation of time worked.

d. The hours worked Monday through Sunday of the week of the drawing will be used for computing the incentive to be paid to part time employees.

37.18. The Employer shall make every reasonable effort to ensure there will be at least two employees to close the store and take the daily deposit to the bank.

Article XXXVIII
NEW HAMPSHIRE HOSPITAL
(Effective October 3, 2015)

38.1. Adequate space shall be provided if possible for mental health workers to perform all required paper work where such work may be performed without interruption. If appropriate space is readily available within the respective units, and if staffing allows as determined by the Employer, the mental health worker may absent himself/herself from the immediate activity area.

38.2. Suitable space shall be provided for employees to eat their meals and take their breaks outside of the ward or working environment.

38.3. The Employer will provide a secure place where employees' personal property may be stored.

38.4. A conference shall be called by the director of patient care services in the event that a patient/patients are received in a particular unit who are not normally received by that unit. Such conference shall be for the purpose of informing all staff of the unit of special conditions concerning the patient/patients involved.

38.5. No employee shall be required to attend meetings, classes or other events connected with work on off-duty time without receiving proper compensation. This shall not be construed to mean that any employee may not willingly choose to attend such meetings or events even if no compensation for off-duty time spent in this way is forthcoming.

38.6. Employees who work a double shift shall be allowed a thirty minute unpaid rest break between shifts.

38.7. The Employer agrees to utilize the consultation provision of the Collective Bargaining Agreement to discuss proposed major changes as well as Hospital Rules and Regulations affecting working conditions, absent an emergency situation prior to implementation.

38.8. The Employer will work cooperatively with the employees of the laundry to create a healthy and well ventilated laundry sorting room.

38.9. Hepatitis B vaccine shall be offered to all N.H. employees who have finished their probation period and are determined by the Employer to be at risk of exposure to Hepatitis B infection. The vaccine shall be at the expense of the Employer.

38.10. Whenever a staff person is required to take a client out to eat as part of the client's program, in a restaurant or at organized events, meals shall be provided free of charge to the staff person in accordance with 19.4.

38.11. The employer agrees to enter into a tool rental agreement with mechanics wherein the Employer shall pay a fee for the employees' use of such tools in the service of the Employer. The agreement shall be of legal form and shall contain as minimum provisions the following:

a. rental fee of two hundred dollars ($200.00) per year.

b. ownership and use shall remain vested in the employee.

c. the employee shall furnish tools of less than 1 inch.

d. a pro rated termination fee schedule.

38.12. The Employer agrees to perform individual Personal Protective Equipment (PPE) Assessments for the employees in Maintenance, Engineering and Transportation, Laundry, and Dietary to determine the need for prescription safety glasses and. The assessment shall be completed by the New Hampshire Hospital Safety Officer in conjunction with the Joint Loss Management Committee. No later than two months after the approval of the Safety Officer's recommendation by the Joint Loss Management Committee the Employer shall provide:

a. Up to $200 for staff identified as requiring prescription safety glasses as determined by the PPE assessment and documented need from an eye specialist. The frequency of this payment shall not be more than annual.

38.13. All employees of Material Management shall work a 40 hour work week.

38.14. Food Service Worker – Work at Higher Rate: If a food service worker is required by the Chief Executive Officer or designee to work in a cook position, that employee will be compensated at the employee's regular rate unless the rate of the position assigned is higher, in which case the employee receives the higher rate, step for step, for actual hours worked in that position.

Article XXXIX
INFORMATION TECHNOLOGY
(Effective October 3, 2015)

39.1. The bargaining unit chapter president and vice-president shall be provided a copy of the new or changed DOIT policies, procedures, guidelines, or standards prior to implementation.

39.2. Any bargaining unit member whose On-Call is canceled with less than ten (10) hours advance notice shall be paid a two (2) hour minimum.

39.3. The Employer and the Association agree to maintain a Unit Labor Management Committee. The Committee shall be made up of equal numbers of members appointed by the Association and members appointed by the Employer.

The Committee shall meet at least quarterly on days and at times that are mutually agreeable to the Association and the Employer, unless the Association and the Employer mutually agree to postpone.

Article XL
PARI-MUTUEL COMMISSION

40.1. The Employer shall provide rain gear for employees at tracks, where employees are required to work outside.

Article XLI
RESOURCES and ECONOMIC DEVELOPMENT

41.1. Reimbursement for dry cleaning of required uniforms shall be provided by the Employer. Cleaning and maintenance of wash and wear uniforms shall be the employee's responsibility.

41.2. Employees of the DDM who are assigned to work areas away from their permanent headquarters during the months of June through September will be allowed to work a four day workweek if everyone on an assigned work crew wishes to do so and if the assignment for that week is at a single location.

41.3. Exempt law enforcement employees of the Department of Resources and Economic Development, Forest Protection, who are required to work on a scheduled day off, will, at the discretion of the Employer, be paid a day's pay at the rate of time and one-half, or be given compensatory time off at time and one-half in lieu of payment.

41.4. All law enforcement employees of Department of Resources and Economic Development, Forest Protection who are required to work on a scheduled day off, will, at the discretion of the Employer, be paid a day's pay at the rate of time and one half, or be given compensatory time off at time and one half in lieu of payment.

This provision does not apply to time worked on fires, unless such employees are on authorized forest fire assignment on federal lands within the state under a cooperative forest fire agreement, or on any lands outside the boundaries of this state under a cooperative or mutual aid agreement. Further, such employees will be paid at established overtime rates when on authorized forest fire assignments on these federal lands within the state or any of these lands outside the boundaries of the state for time worked in excess of the established work week.

Article XLII
SAFETY
(Effective October 3, 2015)

42.1. The Employer agrees to enter into a tool rental agreement with department mechanics of the automotive garage, communications technicians of the communications maintenance section, and mechanics of the marine patrol wherein the Employer shall pay a fee for the employee's use of such tools in the service of the Employer. The agreement shall be of legal form and shall contain as minimum provisions the following:

a. Rental fee of four hundred dollars ($400.00) per year.

b. Ownership and use shall remain vested in the employee.

c. The employee shall furnish tools less than one (1) inch.

42.2. Exempt law enforcement employees of the Department of Safety who are required to work on a scheduled day off shall be paid at one and one-half (1.5) times the regular rate for all hours worked and shall be guaranteed a minimum of eight and one-half (8.5) hours compensation. Such employees may choose to take compensatory time off at the rate of one and one-half (1.5) hours for each hour worked in lieu of payment.

42.3. Employer shall provide prescription safety glasses for all members of the State Police Forensic Lab.

42.4. Any employee who receives a change in job assignment may state orally or in writing to the appropriate supervisor any adverse conditions which may result from the temporary assignment, and receive reasonable consideration and accommodation when possible.

42.5. For the purpose of determining the locations of fire extinguishers and first aid kits provided in the common agreement with all state agencies, each Motor Vehicle registration substation and the Department of Safety Service boat house at Glendale shall be considered as a separate work area.

42.6. The Motor Vehicle Division shall continue its efforts to provide state-owned substations with proper hygienic and environmental conditions as may promote safe and healthful working conditions.

42.7. The administration shall provide each employee with a manual of procedure when completed, which pertains to the Division or Department section to which he/she is assigned.

42.8. The presidents of Chapters 23 and 40 of the Association shall be allowed to submit, in writing, topics of employee concerns to the Commissioner, and Directors of each

Division within the Department of Safety during periods when the Agency LMC is not scheduled to meet.

42.9. Chapters 23 and 40 shall be allowed to utilize the Department of Safety Courier Service (during its normal routine schedule) without cost to reach unit employees in the field and the electronic mail system(s) referenced in 3.3.1..

42.10. Job specifications shall be made available to employee on request.

42.11. The Employer agrees to counsel or reprimand employees in private.

42.12. The Deputy Fire Marshall(s), Fire Investigator(s), and Tramway and Amusement Ride Inspectors shall receive an annual clothing allowance of $350.00.

42.13. Notwithstanding other provisions of this Agreement, classified law enforcement personnel of the Department of Safety shall be paid at one and one-half (1.5) times the regular rate for all hours worked on a calendar holiday and shall be guaranteed a minimum of eight and one-half (8.5) hours compensation. If the calendar holiday falls on an employee's regularly scheduled day off, the employee shall receive pay for the day in an amount equal to the regular rate for eight and one-half (8.5) hours.

42.14. The Employer shall not charge the employee for repair/replacement of any issued equipment if loss of damage occurred in the normal performance of the employee assigned duty.

42.15. The Department of Safety management agrees to post on each Division's bulletin board, and mail to all enforcement personnel who are not assigned to the Headquarters office in Concord, any new job postings, area openings, and any other related filing to which an employee may be entitled for consideration.

42.16. An employee will be informed, immediately, in writing, of a third party complaint, and when and if a disciplinary investigation is complete and of the determination.

42.17. There will be six (6) handicapped parking spaces provided for Department of Safety employees.

42.18. Article VIII, Section 8.5. shall not apply to law enforcement employees of the Department of Safety.

42.19. Any non-exempt employee who is not on duty and is required by the employer to appear in court shall be compensated for all hours worked at the regular rate and shall be guaranteed a minimum of three (3) hours compensation. Witness fees paid to employees under these circumstances shall become the property of the Employer.

42.20. In addition to the rights and benefits provided herein, full time permanent employees of the Marine Patrol Bureau who are certified police officers shall:

a. Be paid a minimum of four (4) hours at the applicable rate in lieu of the three (3) hour minimum provided for "call back" and for court or administrative appearances. If, however, the four (4) hour minimum for a court or administrative appearance would cover any on-duty hours, compensation will be paid on an hour-for-hour basis.

b. Be entitled to two (2) additional calendar holidays per year in lieu of the two (2) floating holidays provided by Article IX, Sections 9.6 through 9.6.6. The additional days shall be Fast Day and Columbus Day.

c. Accrue leave at the following rates in lieu of the rates provided by Article X, Section 10.1.:

Years Service	Hours per Month	Hrs per Yr/Maximum
0-1	0	12 days
2-5	10	120/256
6-10	12	144/304
11-15	14	168/352
15+	16	192/400

And be notified within three (3) days as to the approval or denial of requested leave.

d. Not be entitled to accrue any bonus leave, notwithstanding Article XI, Section 11.1.1.

42.21. Marine Patrol Mechanics shall be issued and retain possession of the following foul and cold weather gear:

1 ea. Weather resistant spring/winter layered outer jacket
1 ea. Heavyweight rain gear
1 ea. Baseball cap and winter hat
1 ea. Water resistant insulated boots
1 ea. Full coverage insulated winter gloves
1 ea. Summer USCG (United States Coast Guard) approved summer PFD (personnel flotation device)
-USCG approved jacket/coat style PFD
-USCG approved work suit PFD

42.22. All Cash Terminal Operator I's, Cash Terminal Operator II's, Supervisor of Cash Terminal Operation and Licensing Examiners, at the DMV, shall be scheduled for forty (40) hours per week.

ARTICLES 42.23 THROUGH ARTICLE 42.31 SHALL ONLY APPLY TO EMERGENCY COMMUNICATIONS DIVISION

42.23. All vacancies in the Bureau of Emergency Communications shall be posted internally so that current employees may request transfer among shifts and/or assignments before applications are accepted from outside the Bureau.

42.24. Employees of the Bureau of Emergency Communications may be allowed to attend job related training on work time with the approval of the Operations Supervisor. Approval of requests to attend such training shall not be unreasonably withheld.

42.25. Employees of the Bureau of Emergency Communications may be permitted to swap shifts under the following conditions:

a. the Employer will not be obligated to pay overtime due to a swap

b. the Employer will not be obligated to alter either employee's shift differential pay due to a swap

c. employees shall arrange the swap so the Employer is notified in advance of the dates, individuals, and shifts involved, so that approval may be granted

d. all swap must be executed and returned within the same pay week

42.26. As policies and procedures are updated, the Employer shall provide all employees with copies of the policies and procedures for the unit in which they work. In addition, the minutes of all Commission meetings shall be posted.

42.27. In addition to the provisions of Article 16.1.1, the Employer agrees to notify employees of caller complaints and to allow for employee comments on the particulars of any complaint.

42.28. The Employer shall establish procedures for course reimbursement for approved job related courses.

42.29. The Employer shall install a pay phone, or provide a phone free from monitoring, for the use of employees. Employees shall be responsible for the cost of any long distance telephone calls.

42.30. Telecommunications Specialists I, II or Supervisors shall be issued shirts appropriate to the season and a sweater or sweatshirt with the E-911 logo, in accordance with the following:

a. Telecommunications Specialists I, II or Supervisors working 8 hour shifts, 5 days per week, shall be issued a total of five (5) long-sleeved shirts and five (5) short-sleeved shirts.

b. All other Telecommunications Specialists I, II or Supervisors shall be issued a total of four (4) long-sleeved and four (4) short-sleeved shirts.

c. Delivery of shirts shall be within three months of the signing of the CBA contract.

d. Clothing issued shall be replaced as needed with the approval of the Employer.

42.31. Any employee who is temporarily assigned to new headquarters shall be reimbursed for mileage in an amount equal to the difference between the employee's commute to permanent headquarters and the employee's new commute to temporary headquarters. Except in an emergency, the Employer shall first seek volunteers for transfer when permanent or temporary transfers are necessary.

ARTICLES 42.32 THROUGH ARTICLE 42.34 SHALL ONLY APPLY TO EMERGENCY MANAGEMENT & HOMELAND SECURITY

42.32. Foul weather gear shall be made available to any employee required to work out of doors.

1 Rain Hat
1 Rain Suit
1 Pair Rain Boots

Subject to a state appropriation.

42.33. An employee engaged in hazardous duty requiring the use of Level A, B, or C protection shall receive a differential of twenty five dollars ($25.00) per hour for all hours in such protective equipment provided that there are Federal or other funds available.

42.34. **First Aid Kits:** The employer shall provide a first aid kit for each state vehicle.

Article XLIII
TRANSPORTATION
(Effective September 17, 2015)

43.1. The Department will provide reflective vests, hard hats, and stop/slow paddles.

43.1.1. The Employer agrees to conduct appropriate work environment testing or to take other appropriate action within thirty (30) days of the date a documented need or a demonstrated problem is presented to the Employer.

43.2. A classified employee who receives a change in project location assignment may state orally or in writing to the appropriate supervisor any adverse conditions which may result from the assignment.

43.3. Employees attending meetings which include representatives of both management and the Association or subsequent meetings resultant there from as authorized will be allowed to convene during work hours. Employees who desire to meet for matters relating to Association duties or activities, except Stewards in pursuit of their designated function related to the grievance procedure, shall do so at times other than during normal work hours.

43.4. Articles of uniform, protective clothing or other protective devices now provided to employees shall continue to be provided and shall be uniformly provided within job classifications by the Employer.

43.5. **Employee rights**: No employee's rights to drive DOT vehicles shall be suspended for reasons related to the employee's driving record without first having a personal meeting/hearing with their Employer.

43.6. **Rental & Fees:** The Employer agrees to enter into a tool rental agreement with mechanics wherein the Employer shall pay a fee for the employee's use of such tools in the service of the Employer. The agreement shall be of legal form and shall contain as minimum provisions the following:

a. Rental fee of four hundred dollars ($400.00) per year.

b. Ownership and use shall remain vested in the employee.

c. The employee shall furnish tools of less than one (1) inch.

d. A pro rate termination fee schedule.

43.7. Full time employees shall be allowed to accrue compensatory time at the rates specified in 7.1 and 7.1.2 in lieu of overtime pay or holiday payment for time worked for amounts not to exceed the hours equivalent to their basic workweek (37 ½ or 40 hours.) Use or payment of accrued compensatory time shall be as specified in 7.1.4 b. and c. When an employee has compensatory leave accruals, the compensatory leave must be used before annual leave is requested. Compensatory time accrued beyond the equivalent of one basic workweek shall be upon mutual agreement between the Employer and the Employee.

43.8. The Employer agrees to provide a payroll deduction program for employees who elect to participate in a uniform/clothing cleaning service. The Employer's responsibility is limited to the deduction of appropriate amounts from participating employees and payment of that amount to the vendor(s) selected by the employees. The program shall be limited to no more than two (2) vendors.

43.9. **Employer Rights:** The Employer has the right to develop and implement a substance abuse testing program, consistent with current policies, to include Drawbridge Operators and Gate Operators, and employees in positions assigned permanently or temporarily to the Traffic Management Center.

43.10. The Employer shall provide a reimbursement to any employee whose PPE assessment indicates a need for prescription safety glasses. The allowance shall be paid for a one-time purchase of safety glasses or safety sunglasses/shades. Safety glasses shall be purchased in accordance with the following provisions:

a. The amount of the reimbursement shall be one-hundred fifty dollars ($150.00) per employee.

b. When the Employer determines that an employee's safety glasses have been damaged due to job related activities, or when the employee's prescription changes enough to necessitate the purchase or repair of new safety glasses, that the employee shall be reimbursed for the cost not to exceed one-hundred fifty dollars ($150.00).

c. The Employer retains the right to determine the appropriate style, which shall accommodate top and side shields.

d. Prescription safety glasses shall meet current personal protective equipment standards.

43.11. **Maintenance Activities**: In recognition of their obligation to respond to winter maintenance call outs, the Employer agrees to pay a stipend of thirty-five dollars ($35.00) per week to certain employees from the pay period that includes the first day in November through the pay period that includes the last day of March each year in accordance with the following conditions:

a. The stipend shall be paid to those employees who are determined by the Employer to be routinely engaged in winter maintenance and ancillary activities and are on the Employer's winter maintenance call out list.

b. Other employees who are not routinely engaged in winter maintenance and ancillary activities but who possess a Commercial Driver's License may volunteer for placement on the winter maintenance call out list, provided that any employee who refuses a call to perform winter maintenance and ancillary duties may be removed from the list, may cease to receive the stipend, and may be required to reimburse the Employer for stipends received since the date of the last winter maintenance call out.

c. Employees defined in paragraph (a.) above who obtain and maintain a valid CDL medical card and provide an acceptable copy to the NHDOT's Driver Qualifications Specialist shall receive an additional ten dollars ($10) per week in accordance with the above provisions.

43.12. All professional positions requiring a Professional Engineer License/Engineer in Training Certificate shall be scheduled to work 40 hours per week and shall be paid in accordance with the A130 40 Hour Wage Schedule. This Section shall take effect on the first payday following execution of a unit agreement between the Employer and the Association if sufficient funds are available to fund this schedule change. If sufficient funds are not available to fund this schedule change, then the schedule change shall become effective on the first pay day when sufficient funds are available to fund this schedule change following the execution of a unit agreement by the Employer and the Association.

Article XLIV
VETERANS HOME
(Effective September 17, 2015)

44.1. The Employer shall provide a clothing allowance to full-time and eligible part-time dietary, nursing, housekeeping, maintenance and laundry employees who are required to wear uniforms in accordance with the following provisions:

a. This provision shall apply to part-time employees who are scheduled for and who regularly work 32 hours per week. In order to be eligible for the clothing allowance, a part-time employee must work at least the equivalent of one year of full-time employment (2080 hours).

b. The amount of the clothing allowance shall be one hundred eighty dollars ($180.00) per employee per fiscal year to be paid at the beginning of the fiscal year.

c. A new employee, following completion of the probationary period, shall receive fifteen dollars ($15.00) for each full month of service between the end of the probationary period and the start of the next fiscal year.

d. An employee, other than a new employee as defined above, who terminates for any reason prior to the end of a fiscal year, shall receive a prorated clothing allowance in the amount of fifteen dollars ($15.00) per completed month of service to be paid upon termination.

e. The Employer retains the right to set the standards for uniform wear.

44.2. Housekeeping employees shall not be required to work on Christmas.

44.3. All employees shall work a 40 hour work week.

44.4. In addition to the ongoing Labor Management Committee which deals with nursing issues, an ad hoc committee shall be established. This committee shall be composed of two members appointed by the Association and two appointed by the Employer. The committee shall also appoint other ad hoc members when topics of concern require membership from un-represented work sections within the Veterans Home.
Topics for resolution shall include staff development funding, flexible scheduling, daycare, and procedures for Veterans Home employees to purchase meals prepared at the Veterans Home and other departmental topics that may arise. The committee shall meet at least monthly starting 30 days after the effective date of this Agreement.

44.5. **Purchase of Meals**: The employer agrees to implement a process for employees to purchase meals at the Veterans Home. The employer shall develop an action plan describing the steps necessary to put this process into operation as soon as practicable.

The plan shall be presented to the Labor Management Committee no later than one hundred twenty (120) days from the effective date of this Agreement.

44.6. Notwithstanding provisions of Article VI and Article LXV to the contrary, the basic work period for all nursing and dietary personnel shall be eighty (80) hours in a fourteen (14) consecutive day period.

Notwithstanding provision of Article VII to the contrary, nursing and dietary personnel shall be compensated at one and one half times their regular rate of pay for hours worked in excess of eight (8) hours in a day and for hours worked in excess of eighty (80) hours in their fourteen (14) consecutive day work period.

The provision shall not be construed to prevent nursing and dietary from working forty (40) hours in each consecutive seven (7) day period.

Article XLV
OTHER SUB-UNITS

45.1. No separate sub-unit contracts exist for the following sub-units. All wages, rights, and benefits are controlled by Articles I-XXI.

Human Rights Commission
Labor Department
Postsecondary Education Commission
Revenue Administration
State Lottery Commission
Supervisory Unit
Treasury