

Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:
Lincoln Cushing, lcushing@library.berkeley.edu

IDnum 315 **Language** English **Country** United States **State** NH

Union SEIU (Service Employees International Union) AFL-CIO

Local 1984

Occupations Represented
Multiple occupations represented

Bargaining Agency State of New Hampshire

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

Source

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[2001 37.5 Hour Wage Schedule](#)
[2002 37.5 Hour Wage Schedule](#)

[2001 40 Hour Wage Schedule](#)
[2002 40 Hour Wage Schedule](#)

Table of Contents

Introduction

[Preamble](#)
[Recognition and Unit Description](#) (Article 1)
[Management Prerogatives and Rights](#)
(Article 2)
[Association Rights](#) (Article 3)
[Consultation and Labor Management
Committee](#) (Article 4)
[Dues Check-Off](#) (Article 5)

Schedules and Leave

[Basic Work Week](#) (Article 6)
[Overtime](#) (Article 7)
[Overtime for Law Enforcement and Fire
Protection Employees](#) (Article 8)
[Holidays](#) (Article 9)
[Annual Leave](#) (Article 10)
[Sick Leave](#) (Article 11)

Employee Rights

[Association Representation](#) (Article 12)
[Safety and Health Protection](#) (Article 13)
[Grievance Procedures](#) (Article 14)
[Separability](#) (Article 15)
[Employee Records and Rights](#) (Article 16)
[Notices](#) (Article 17)
[Waiver](#) (Article 18)
[Wages and Benefits](#) (Article 19)
[Training and Education](#) (Article 20)
[Duration and Reopening](#) (Article 21)

State Agencies

[Adjutant General](#) (Article 52)
[Administrative Services](#) (Article 22)
[Agriculture](#) (Article 23)
[Banking](#) (Article 24)
[Children, Youth, and Families](#) (Article 25)
[Corrections - Field Services](#) (Article 26)
[Corrections - Prisons and SPU](#) (Article 27)
[Cultural Affairs](#) (Article 50)
[Education](#) (Article 28)
[Elderly and Adult Services](#) (Article 29)
[Emergency Communications](#) (Article 49)
[Emergency Management](#) (Article 30)
[Environmental Services](#) (Article 31)
[Fish and Game](#) (Article 32)
[Glenciff Home for the Elderly](#) (Article 33)
[Human Services](#) (Article 34)
[Laconia Development Services](#) (Article 35)
[Liquor Commission - Enforcement](#) (Article 36)
[Liquor Commission - Retail](#) (Article 37)
[Mental Health](#) (Article 38)
[New Hampshire Hospital](#) (Article 39)
[Pari-Mutuel Commission](#) (Article 40)
[Public Health Services](#) (Article 41)
[Post Secondary Technical Education](#) (Article 42)
[Resources and Economic Development](#)
(Article 43)
[Retirement System](#) (Article 44)
[Safety](#) (Article 45)
[State Police Supervisors](#) (Article 51)
[Transportation](#) (Article 46)
[Veteran's Home](#) (Article 47)
[Youth Development Services](#) (Article 48)
[Other Sub-units](#) (Article 53)

Wages and Classifications

Wages and Classifications

[2001 37.5 Hour Wage Schedule](#)

[2001 40 Hour Wage Schedule](#)

[2002 37.5 Hour Wage Schedule](#)

[2002 40 Hour Wage Schedule](#)

[Non-Exempt Classifications](#)

[Law Enforcement, Non-Standard, and Fire](#)

[Protection Classifications](#)

[Dental Insurance Benefits](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

<http://www.state.nh.us/das/personnel/cba/index.htm>

This page was last updated: 05/15/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[Table of Contents](#)

Preamble

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

*Adjutant General, Dept. of
Administrative Services, Dept. of
Information Services, Div. of
Agriculture, Dept. of
Banking Department
Corrections, Dept. of
State Prison
Secure Psychiatric Unit
Field Services, Div. of
Cultural Affairs, Dept. of
Education, Dept. of
Emergency Communications, Bureau of
Emergency Management, Governor's Off. of
Employment Security, Dept. of
Environmental Services, Dept. of
Air Resources Division
Water Division
Waste Management Division
Fish and Game, Dept. of
Health and Human Services, Dept. of
Glenclyff Home for the Elderly
Laconia Developmental Services
New Hampshire Hospital
Insurance Department

Labor Department
Liquor Commission
N.H. Community Technical College System
Pari-Mutuel Racing Commission
Public Utilities Commission
Resources & Economic Development, Dept. of
Retirement System
Revenue Administration, Dept. of
Safety, Dept. of
State Planning, Off. of
Supervisory Unit
Sweepstakes Commission
Transportation, Dept. of
Treasury
Veterans Home
Youth Development Services, Dept. of

NOTE: Hereinafter, many individual sections of this Agreement open with a title presented in bold face type. These titles

intended to be read as part of the negotiated language; they are intended only to improve the readability of the Agre

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Recognition and Unit Description

1.1. Recognition: The Employer recognizes the Association which shall serve as exclusive representative of all employees in the bargaining unit with the exception of those classified employees excluded from the definition of an employee under the provisions of RSA 273-A: 1, IX. The Association recognizes the responsibility of representing the best 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 relationships with any other organization or individual purporting to represent any group of employees in the bargaining unit. The Employer shall not furnish any facilities or engage in any type of conduct, which would imply recognition of any group of employees by the Association as a representative of the employees in the unit.

1.3. Association: Reference to the "Association" as exclusive representative of the employees, means the organization of SEIU Local 1984 the State Employees Association of New Hampshire, Inc., as appropriate under the authority of RSA 273-A, and the Employer shall have no obligation to bargain with and shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes. Further references to the Association in this Agreement means the State Employees Association of New Hampshire, Inc., as appropriate under the authority of RSA 273-A.

1.4. Mutual Concern: Nothing in this section shall prevent the Employer from discussing matters of mutual concern with the employees of the Department.

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

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Back to Top](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Management Prerogatives and Rights

2.1. Rights Retained: The Employer retains all rights to manage, direct and control its operations in all parts of the State subject to the provisions of law, personnel regulations and the provisions of this Agreement, to the extent applicable. These rights shall include but not be limited to:

2.1.1. Directing and supervising;

2.1.2. Appointing, promoting, transferring, assigning, demoting, suspending, and discharging;

2.1.3. Laying off unnecessary employees due to lack of work, for budgetary reasons or for other like causes;

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 which is extraordinary and unusual in character and which requires immediate action to avoid danger to life, property, or to prevent losses affecting the employee or the general public.

2.3. "Department" Defined: For purposes of this Agreement "department" means any branch of state government including, but not limited to, any department, division, agency, commission, or office.

2.4. Privatization and Contracting Out: The Parties recognize the Employer's right to direct and control its operations and the Association's interest in the effect of those activities on unit employees. To that end, the Employer shall provide the Association with 30 days notice prior to contracting out or privatizing existing state services that would result in the layoff or in the reduction of base hours or wages of current unit full time employees, the Employer shall provide the Association with 30 days notice during which time the Association shall have the opportunity to consult. The Employer shall not contract with any contractor from hiring unit employees who were laid off as a result of contracting out or privatization.

[<Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Association Rights

3.1. Bulletin Boards: The Employer shall furnish reasonable space on bulletin boards for the use of the Association. The Association shall use this board for posting of notices pertaining to recreational and social activities, Association elections, reports of the Association, or its committees, Association meetings notices, legislative enactments of the Public Employee Labor Relations Board (PELRB), and judicial decisions affecting public employee labor. The Association shall not post any materials which are obscene, defamatory, or impair the operation of the State or which constitute partisan, political campaign material. Where the Employer finds material posted on the bulletin board to be objectionable as violative of the Agreement, it will consult with the Association or any representative. If consultation doesn't resolve the Employer's objections, the material in question shall be promptly removed from the bulletin board by the Association. The matter will then be immediately referred to the grievance procedure for resolution. Where the Association posts material on bulletin boards in violation of this Agreement, the Employer requires advance approval of all future material to be posted.

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

In addition, the Employer shall notify the Association of all newly hired full time employees, the names and addresses of all permanent unit employees, and employees who have terminated state service at least monthly on a computer disk, or other mutually agreed format.

These reports shall include, at least, the following:

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

3.3. Association Business: The internal business of the Association shall be conducted by the full and part-time employees during their non-duty hours.

3.3.1. Association chapters may utilize the Employer's messenger service and, to the extent that they do not have an electronic mail system(s) for the duration of this Agreement for internal Association business, provided that

are clearly identified as the property of the Association.

3.4. Use of Facilities: Association committees or chapters shall be allowed the use of facilities of the Employer for meetings providing that written approval of the Employer is secured subject to the following conditions:

3.4.1. Such Employer facilities are available and their use for such meetings would not conflict with the Employer's business.

3.4.2. Such approval shall be subject to such other reasonable conditions as may be imposed by the Employer.

3.4.3. Such approval, if given, will be limited to members of the committee, bargaining unit employees, Association members, and guests.

[Top of Page](#)

3.4.4. Nothing in this provision shall be construed as a limitation of the rights of the Association, its chapters or committees to utilize the Employer's facilities that are otherwise available for public use.

3.5. Access To Employees: Staff representatives of the Association shall be allowed to visit work areas of the Employer during working hours and confer on conditions of employment to the extent that such visitations do not interfere with work activities of the area being visited. Prior to entering the work area, the representative shall receive permission from the appropriate department head or his/her designee stating the reason(s) for such visitations. Permission shall not be unreasonably denied.

3.6. Administrative Leave: SEA officials shall be allowed a cumulative total of sixty (60) days off per contract year without loss of time or pay for the purpose of attending meetings, conventions or conferences relative to the Association or Association affiliations. Time off shall be limited to five (5) days per official for each such request. All requests shall be submitted to, and approved by, the Bureau of Employee Relations for timely notification to the Employer that the leave has been approved and shall be awarded.

3.7. Union Leave: The Employer shall grant five (5) working days of union leave to each of the duly elected representatives of the Association to the quadrennial convention of the Service Employees International Union. The Association shall provide the Employer with not less than sixty (60) days notice of the dates for this leave and the names of the elected representatives.

3.7.1. The employer shall approve reasonable preparation time, not to exceed one day per week, during the contract year between September 1st and November 15th for up to (15) members of the Association's bargaining team.

3.8. Group Programs: The Association shall be allowed the use of seven (7) payroll deductions for any group program (s) in addition to a dues deduction.

3.9. Board of Directors Leave: The Employer shall authorize up to forty-eight hours per year per person without time or pay for directors and officers of the Association's Board of Directors, for the purpose of attending and participating in the Board of Directors. The employee shall give a seven day notice for use of such leave.

3.10. Employee Orientation: Department orientation programs and/or orientation handbooks shall inform employees that the department is a bargaining unit represented by the State Employees Association of New Hampshire. The Employer agrees to distribute informational packets provided by the Association to new employees. The Association shall be allowed to make a presentation, consistent with other vendor presentations, at group programs offered by the Employer. The presentation may be up to one half hour in duration and shall be conducted by an Association staff person. If no group orientation program exists in a unit, the Association staff person shall

access to all new employees for up to one half hour at the convenience of the Employer.

3.11. President's Leave: The Employer shall authorize one leave of absence with pay for each President Association. If the Association elects to have the President take the leave of absence with pay, the leave with pay shall be taken for a two-year period beginning four (4) weeks after written notice by the Association Bureau of Employee Relations. Additional leaves of absence beyond the initial leave of absence for a President authorized by the Employer.

During such leave of absence with pay, the President shall continue to receive and retain all of his/her wages, benefits, and seniority as a state employee except that all leave accumulation shall be frozen for the duration of the leave of absence. Upon returning from the leave of absence, the President shall resume earning leave at appropriate to his/her service at the time of return.

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

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

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 out of the employment relationship between the employer and full and part-time employees.

4.1.2. Matters for Consultation: It is agreed and understood that policies and procedures related to terms and conditions of employment are appropriate matters for consultation between the Parties, providing however that the Employer waives or relinquishes their right to negotiate mandatory subjects of collective bargaining providing 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, the agenda or topic of consultation. Consultation requests by the Association shall be made to the Bureau of Labor Relations or to the appropriate agency by either the Executive Director, or designee, of the Association. Consultation requests by the Employer shall be made to the Executive Director of the Association.

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

4.1.5. Attendees: An Association staff member shall represent the bargaining unit alone, or with not more than five employees. The Association will state the names and work areas of the employees, if any, who are to attend the meeting. Representatives of the Employer shall meet with the Association representatives. The Manager of Labor Relations will attend such consultations whenever feasible providing that his/her attendance may be specifically requested and complied with by notice of either the Association or the Employer.

4.2. Labor Management Committee:

4.2.1. Composition: The Parties agree to establish a Labor Management Committee consisting of not more than five representatives of the State Negotiating Committee and not more than five (5) representatives of the Association Master Bargaining Team.

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

4.2.3. Purpose: The purpose of the Committee shall be to ensure the application, clarification and administration of the Agreement. The Committee is also charged with determining eligibility for health and dental benefits.

4.3 Unit Labor Management Committees: It is mutually agreed that fostering open communication about

other matters related to the employment situation is desirable. Unit Labor Management Committees shall be established and maintained by mutual consent of the parties. Unit Labor Management Committees may be established by advance notice of one party to the other. The composition of the Unit Labor Management Committees, its structure, and the frequency of its meetings shall be decided by the Committee.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Dues Check-Off

5.1. Payroll Deduction: The Association shall be entitled to have payroll deductions for membership dues members.

5.2. Written Authorization: The Association shall be entitled to have payroll deductions for membership dues for a new member who indicates in writing that he/she wishes such deductions to be made.

5.3. Dues Change: When Association members vote for a change in Association dues which necessitates a change of payroll deductions and the Association wishes to implement such modification, it shall furnish a certificate of the authorizing vote to the Comptroller of the State of New Hampshire, together with a written request for modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary of the Association and the Corporate Seal.

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

5.5. Maintenance of Membership: Full-time and part-time employees who are members of the Association as of the effective date of the Agreement shall be notified in writing by the Association that they must retain their membership throughout the period (term) of the Agreement, except that each member shall have the opportunity annually to withdraw membership during a fifteen-day period commencing with the member's anniversary date of employment. The withdrawal shall be in writing, and postmarked no later than the end of the fifteen (15) day period and accepted by the Association.

SEIU Local 1984

The State Employees' Association of NH, Inc.
P.O. Box 3301
Concord, NH 03301-3303

5.6 Notice to Members: Membership application documents for employees who join the Association after the effective date of this Agreement shall contain a conspicuous notation that their commitment is effective for not less than the term of the Agreement.

[Top of Page](#)

5.7 Recovery of Cost: An individual who is not a member of the Association who requests services of the Association shall be charged the full fair cost to the Association of such non-member representation. This section shall expire when the following section becomes effective.

5.8.1 Agency Fee: Any full-time employee who is not a member of the Association shall be required to pay an agency fee.

Association as a condition of employment in accordance with the following provisions:

- a. This provision shall take effect only when the Association can demonstrate that the sum of its membership in all bargaining units is equal to 60% of the eligible full-time permanent employees in bargaining units.
- b. Employees who are exempt from the definition of employee contained in RSA 273-A or designated Employer as human resources employees shall not be counted as eligible bargaining unit employee shall be exempt from the fee requirement.
- c. The fee shall not exceed an amount that represents a prorated share of actual cost of negotiating and administering this Collective Bargaining Agreement.
- d. The Employer shall refuse to enforce the fee requirement if the Employer does not agree that the Association has achieved the required level of membership or, if the Employer believes that the amount the fee exceeds the prorated share of the actual cost of negotiating and administering the Collective Bargaining Agreement. As a remedy, the Association shall file an unfair labor practice charge against the Employer for breach of contract.
- e. Any employee who is hired by the Employer on or after the effective date of this Agreement shall be required to become a member of or pay a fee to the Association as a condition of employment if the Association membership in the bargaining unit into which the employee is hired is equal to 50% or more of the eligible full-time employees in that bargaining unit.

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

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

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Basic Work Week

6.1. Basic Work Week:

6.1.1. The basic workweek for every full-time clerical, supervisory and professional employee in the state service in each unit, with due allowance for authorized holidays and leaves of absence with pay, shall be 37 and one half (37 1/2) hours per week.

6.1.2. The basic workweek for every full-time trade, custodial or other employee in a similar category in state classified service in each unit, with due allowance for authorized holidays and leaves of absence with pay, shall be either forty (40) hours per week or thirty-seven and one half (37 1/2) hours per week.

6.1.3. The basic work period for every full-time law enforcement employee in state classified service in each unit shall consist of one hundred seventy-one (171) hours in a twenty-eight (28) consecutive day period. The basic work period for every full-time fire protection employee in state classified service in each unit shall consist of two hundred and twelve (212) hours in a twenty-eight (28) consecutive day period.

6.1.4. Work hours beyond the basic workweek or work period are voluntary overtime hours except for full-time law enforcement employees, full-time fire protection employees or where specifically agreed otherwise by the Employer. Overtime hours may be reduced or eliminated at the discretion of the Employer.

6.2. Breaks: No reduction shall be made from the basic workday for rest periods of fifteen (15) minutes in each hour of working time or major fraction thereof; such rest period to be taken insofar as practicable in the middle of the working time. Such rest periods are to be taken in such a manner that the normal delivery of services will not be interrupted.

6.3. Meal Periods: Every employee shall receive a lunch period of not less than one half hour nor more than one hour. Such lunch periods shall not be considered working time. However, exceptions to this provision may be made by the 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 the schedules. The Employer shall post and provide two 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 the approval of the Parties, from mutually agreeing to flexible or alternative work schedules. This shall include "Baylor Plan" type schedules at direct care institutions.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Overtime

7. Overtime Distinctions: For purposes of this article a distinction between employee types, exempt and non-exempt, shall apply. Non-exempt classifications are listed in Appendix B. This Appendix is subject to revision in accordance with Section 7.1.3. Furthermore, the provisions of this contract shall apply to both full and part-time employees.

7.1. Overtime Defined: Overtime is authorized work performed in excess of the basic work week as defined in Article VI.

a. Work at Higher Rate: If an employee is required to work overtime, overtime will be computed at the employee's regular rate unless the rate of the position assigned is higher, in which case the employee receives the higher rate.

b. Work at Lower Rate: If an employee is required to work overtime in a position with a lower rate than the employee's regular rate, the employee's overtime is computed at the employee's regular rate unless the employee voluntarily works overtime in a position at a lower rate of pay, in which case the overtime is computed at the lower rate.

c. Notices: The supervisor shall give as much notice as is practicable when overtime will be worked. The supervisor shall inform the employee whether the overtime is voluntary or required. The supervisor shall give a minimum of four (4) hours notice to the employee(s) whenever possible.

7.1.1. Straight Time Rate: Where the basic workweek is 37 1/2 hours, the first 2 1/2 hours of overtime work shall be compensated as follows:

- a. Non-exempt employees shall be entitled to overtime pay at straight time.
- b. Exempt employees shall, at the discretion of the Employer, be paid overtime at straight time or given compensatory time off.

7.1.2. Time and One Half Rate: Where the basic workweek is 37 1/2 hours, overtime in excess of 2 1/2 hours and where the basic workweek is forty (40) hours, all overtime shall be compensated as follows:

- a. Non-exempt employees shall be entitled to overtime pay at the rate of time and one half. Shift differentials shall also be included where appropriate.
- b. Exempt employees will be given compensatory time off or overtime pay at straight time.
- c. All hours that an employee is on pay status will constitute "time worked" for the purpose of determining the workweek required to establish eligibility for overtime compensation.

d. There shall be no pyramiding or duplication of compensation by reason of overtime or holiday or premium pay provisions of this Agreement.

e. Hours compensated for while on authorized overtime in accordance with RSA 99B and RSA 99C shall constitute "time worked".

f. Alternative Work Schedule: An employee who works a schedule which does not consist of five (5) consecutive 7 1/2 or 8 hour days, shall only be entitled to that premium pay for overtime worked which is specifically provided for in the memoranda of agreement which authorizes alternative work schedule flex-time.

[Top of Page](#)

7.1.3. Determining Exemption: The Parties agree that it shall be the responsibility of the Labor Management Committee to determine whether any position in any unit is exempt or non-exempt. The Labor Management Committee shall, in making its determination, consider past practice, pertinent wage and hour law, equity and the ability of employees to control their own work hours.

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

a. The Employer may not require any employee to accrue by overtime work, compensatory time in an amount which exceeds the number of hours in that employee's basic workweek. The Employer and employee may mutually agree to exceed this limit. If an employee is required to work overtime beyond limits set forth herein, the employee shall be paid.

b. Accrued compensatory time must be taken within one year from the date the compensatory time earned. The Employer shall give compensatory time off at a mutually agreeable time within said year. If the Employer shall make payment for the compensatory time.

c. When an employee is paid for compensatory time it shall be at the employee's rate of pay at the time of payment.

d. When overtime funds are available in any pay period, non-exempt employees who work authorized overtime shall have first refusal on the available funds to compensate for that overtime.

7.1.5. Compensatory Time: An employee may receive compensatory time off at the rates specified in 7.1.4. in lieu of overtime pay upon mutual agreement between the Employer and the employee.

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

a. Overtime assignments are voluntary unless the number of volunteers are not sufficient to carry out an orderly transaction of business, in which case, the Employer may exercise his/her discretion to make appropriate overtime assignments.

b. Overtime assignments, to the extent possible, shall be distributed equally among qualified employees who customarily perform the kind of work required with preference given to those employees currently assigned to the work section in which the overtime is to be worked.

c. An employee shall not be relieved of duty during the regular shift hours in his/her basic workweek order to compensate for or offset overtime hours worked unless: (1) he/she agrees to be relieved c (2) it is in the interest of the employee, the Employer or the general public to relieve the employee c for reason of health or safety.

7.3. Return to Work:

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

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

7.3.2. On-Call:

Any employee who is subject to being recalled to work, shall receive one (1) hour of pay for every four (4) Call status; . The employee shall be notified of when he/she is expected to be on On-Call status. The empl waive the right to minimum time allowed or the portal to portal pay.

7.3.3. Standby:

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

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

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Overtime for Law Enforcement and Fire Protection Employees

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

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

- a. The maximum hours agreed to for law enforcement employees is one hundred seventy one (171) hours in a twenty-eight (28) consecutive day period unless otherwise indicated in the Agreement.
- b. The maximum hours agreed to for fire protection employees is two hundred twelve (212) hours in a twenty-eight (28) consecutive day period.

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

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

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

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

8.4. Overtime Funding: Whenever funds are not available, non-exempt law enforcement employees and

fire protection employees who work authorized overtime shall receive compensatory time off equal to one (1 1/2) the number of actual hours worked.

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

8.6. Return to Work:

8.6.1. Call Back: Non-exempt full time employees called back to work without prior notice on the same day as leaving work or before the next regular starting time, shall be guaranteed a minimum of not less than three hours of compensation.

8.6.1.1. Full time employees called back to work pursuant to 8.6.1. shall have the "hours worked" computed to include the time from the call back to the portal.

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

8.6.3. Hold Harmless: Any full time employee who, on the effective date of this Agreement, occupied a position designated as Non-standard Workweek shall continue to receive the 10% or 20% pay differential until the employee vacates the position. The employee will be expected to fulfill the on-call obligations for which the differential is provided and the "time worked" will continue to be defined as time actually worked for these employees.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Holidays

9.1. Eligibility: All full-time and part-time employees shall be entitled to all holidays prescribed by law or the executive with approval of council, provided the employee is on pay status on the employee's next regular work day preceding and subsequent to the holiday, and employees shall be compensated as provided hereafter performed on these days.

9.2. Holidays Listed: The following days are holidays:

*New Year's Day
3rd Monday in January
Washington's Birthday
Memorial Day
Fourth of July
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas*

9.3. Weekend Holidays:

9.3.1. A full time employee who works a Monday through Friday schedule and the calendar holiday falls on a Saturday or the employee shall be allowed the preceding day off. When a holiday falls on a Sunday, the employee shall be given the following day off. If the employee works the day preceding or following such a holiday, he/she shall be given another workday off with pay or shall receive payment for that day at the regular rate.

9.3.2. A full time employee who works other than a Monday through Friday schedule and who is not scheduled to work on a calendar holiday shall be given at the discretion of the Employer (1) another scheduled workday off with pay or an additional day's pay at his/her regular rate if funds are available.

9.4. Holidays Worked: When a full time or regularly scheduled part time employee works on a calendar holiday he/she shall receive payment of the holiday at the regular rate and in addition, at the discretion of the Employer, (1) the rate of time and one half for hours actually worked on the holiday or (2) be given compensatory time equal to one and one half the number of hours actually worked.

9.5. Holidays On Flex Schedules: The premium compensation provided by 9.4. for those employees on flex schedules shall be limited to seven and one-half (7 1/2) hours for 37 1/2 hour employees and one and one-half (1 1/2) hours for forty (40) hour employees.

9.6. Floating Holidays: In addition to the authorized days in 9.2. each employee, including each academic shall be authorized two (2) floating holidays of his/her choice per fiscal year.

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

9.6.2. Equivalence: A day shall be worth 7.5 hours for employees on a 37.5 hour workweek, and 8 hours on a 40 hour workweek.

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

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

9.6.5. Denial of Application: The employee may grieve a denial by the Employer of a requested floating holiday. A 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 accrued, under section 9.6.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
 Department of Administrative Services
 DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Annual Leave

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

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

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

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

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

[Top of Page](#)

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

Continuous Years Worked	Personal Leave
1 thru 8	1
9 thru 15	2
16 plus	3

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

10.1.3. Seasonal Employees: Permanent seasonal employees shall be permitted to carry over six (6) annual leave days to succeeding seasonal work periods with the same agency in lieu of payment at the end of those days. The maximum balance of carried days for any seasonal employee shall be ten (10) days.

10.2 Application Conflicts: Should a conflict arise between two or more employees requesting the same leave, the Employer shall, provided all other things are equal, use departmental longevity as the method of resolution.

10.3 Application for Use:

- a. The Employer agrees to accept properly executed leave applications within six (6) months of the end of the period of leave being requested.
- b. The Employer agrees to indicate approval or rejection of the requested leave within two (2) weeks of 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 such leave 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 annual leave would be granted shall not be denied accumulated annual, compensatory, or bonus leave for that period.

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

[Top of Page](#)

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

10.5. Payment of Annual Leave: Upon resignation, retirement, or dismissal of any employee in the bargaining unit, he/she shall receive a sum equal to the number of days of annual leave remaining to his/her credit, provided that 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 of 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, while 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 the employee twice a year in January and July of each year, provided further that an employee may request a maximum of two times an update of his/her annual leave accumulation status.

10.8. Blood Donations: Full time or regularly scheduled part time employees shall not be unreasonably denied leave without loss of pay or leave for the purpose of making blood donations.

10.9. Inclement Weather: The Employer shall not arbitrarily or capriciously withhold approval of annual leave requested due to and during periods of severe inclement weather. When the Governor or his/her designee determines that inclement weather is severe enough to close or delay opening State offices, employees who are not required to report to work 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 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) weeks, the employee, upon a request made at least two (2) weeks prior to his/her last work day, shall be given 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 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 modified for any reason, except with mutual agreement, or in the case of an emergency as defined by section 10.3.

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
 Department of Administrative Services
 DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Sick Leave

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

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

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

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

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

37.5 Hour Week

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

40 Hour Week

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

[Top of Page](#)

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

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

Any employee who retires from State service under the provisions of RSA 100-A or who is laid off from State who has unused bonus leave to his/her credit from the preceding fiscal year shall be paid for such unused 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 eligible RSA 100-A:5 but electing to receive a lump sum payment in lieu of an annuity, an employee shall receive a lump sum equal to 1/3 the number of sick leave days remaining to the employee's credit. However, the total number eligible for payment shall not exceed forty (40) 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 lump sum equal to 1/3 the number of sick leave days remaining to the employee. However, the number of days eligible for payment shall not exceed forty (40) days.

11.2. Allowable Uses: An employee may utilize his/her sick leave allowance for absences due to illness, injury, 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 immediate family. However, the number of days 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 injured parent residing in the employee's household, dependent, child, or foster child, or to accompany such person to healthcare provider visits.

Dependent shall be defined as a person residing in the employee's household who may legally be claimed as a dependent for tax purposes.

[Top of Page](#)

11.2.1. Bereavement Leave: An employee may utilize up to four (4) days sick leave for a death in the employee's immediate family, provided that use of such leave shall not be counted against time accumulation as provided.

11.2.2. Immediate Family: For the purpose of administering this provision, immediate family shall be defined as spouse, husband, children, mother-in-law, father-in-law, parents, step-parent, step-children, step-brother, step-sister, child, grandparents, grandchildren, brothers, sisters, legal guardian, daughter-in-law, and son-in-law.

11.3. Application for Use: To utilize his/her sick leave allowance, the employee must file a written application with the Employer specifying the basis of the request is:

"illness",
 "injury",
 "serious health condition as defined by the FMLA",
 "dependent care",
 "medical/dental appointment"
 "bereavement", or
 "donated to name of employee"

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

11.4. Certification: An employee may be required by the Employer to furnish the Employer with a certificate from an attending physician or other licensed health care practitioner when, for reasonable cause, the Employer believes the employee's use of sick leave does not conform to the reasons and requirements for sick leave use set forth in the Collective Bargaining 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 or more 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 in the bargaining unit on 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, or has 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 layoff, in force formula, or for reasons without prejudice but for the convenience of the state, is reinstated within the bargaining unit, 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 the Employer by the employee twice per year in January and July of each year, provided further that an employee may request the Employer to provide an update of his/her sick leave accumulation status.

11.9 The Employer is authorized to provide additional sick leave to an employee under the following conditions:

a. A request for additional sick leave shall be forwarded to the Bureau of Employee Relations by the employee or the Employer stating the reason(s) for the request and the amount of additional sick leave requested.

b. The Bureau of Employee Relations shall request a recommendation from the Employer of the requested amount of additional sick leave.

employee/agency. The recommendation shall be made known only to those who will act upon the r

c. The request and recommendation shall be forwarded to the Labor Management Committee estab
by Article IV, Section 4.2, who shall approve or deny the request in whole or in part.

d. The response to the request shall be transmitted to the requester by the Bureau of Employee Re

e. If the request is approved, the Employer shall solicit donations from employees who wish to cont
unused sick leave up to the amount of the authorization. Contributed sick leave shall not be counte
against time accumulations as provided in article 11.1. If the request is not approved, no further ac
shall be taken.

f. No request shall be approved for more than ninety (90) days, although nothing shall prohibit addi
requests.

[<< Previous](#) [Table of Conte](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Association Representation

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

Adjutant General, Dept. of /3
 Administrative Services, Dept. of /2
 Information Services, Div. of /1
 Emergency Communications, Bureau of /2
 Agriculture, Dept. of /1
 Banking Department /1
 Corrections, Dept. of /1
 State Prison for Men /6
 State Prison for Women /3
 Lakes Regional Facility /3
 North Country Correctional Facility /3
 Secure Psychiatric Unit /3
 Field Services, Div. of /2
 Cultural Affairs, Dept. of /1
 Education, Dept. of /4
 Emergency Management, Governor's Off of/1
 Employment Security, Dept. of/ 8
 Environmental Services, Dept. of
 Air Resources Division /1
 Water Division /2
 Waste Management Division /1
 Office of the Commissioner /1
 Fish and Game, Dept. of /3
 Health and Human Services, Dept. of /24
 Alcohol & Drug Abuse Prevention, Off. of
 Children, Youth and Families, Div. of
 Elderly & Adult Services, Div. of
 Human Services, Div. of
 Mental Health, Div. of
 Office of Community and Public Health
 Office of the Commissioner
 Glenclyff Home for the Elderly /1
 Laconia Developmental Services /1
 New Hampshire Hospital /7
 Insurance Department /1

Labor Department /1
Liquor Commission /7
N.H. Community Technical College Sys. /8
Pari-Mutuel Racing Commission /1
Public Utilities Commission /1
Resources & Economic Development, Dept. of /3
Retirement System /1
Revenue Administration, Dept. of /1
Safety, Dept. of /5
State Planning, Off. of /1
Supervisory Unit /2
Sweepstakes Commission /1
Transportation, Dept. of /13
Treasury /1
Veterans Home /2
Youth Development Services, Dept. of /4

[Top of Page](#)

12.2. Non-discrimination: The Employer agrees there shall be no discrimination against any Steward because of her duties as an Association official or member. The Association shall furnish the Employer a list of the Stewards representing the agency and keep the list current.

12.3. Use of Work Time: The Employer shall authorize a reasonable amount of time during the regular workday without loss of time or pay, to permit the Steward to carry out their responsibilities in accordance with the terms of this Agreement. The Association agrees that it shall guard against the use of excessive time in handling its responsibilities. Each Steward, before leaving his/her assigned work area to transact appropriate Association business shall first obtain the consent (which consent shall not be unreasonably withheld) of his/her immediate supervisor. When 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 two (2) days off in each contract year, without loss of time to the Steward(s) to attend an Association training program. The Association shall notify the Employer not less than twenty (20) days in advance of such proposed training program.

12.5. Temporary Replacement: Whenever an employee who is a Steward finds that he/she also is the "subject" of a grievance procedure, it is agreed that another authorized Steward shall function in that particular grievance procedure.

12.6. Incur No Expense: The Employer will not bear any expense, other than with respect to the Steward involved during regular duty hours, for the functions of any Steward. The Association shall reimburse the Employer for any other expense to the state incurred as a result of the Steward's function.

12.7. Steward/Agency Meetings: Agency heads shall meet with steward(s) upon written notice from the Steward. Such meetings will be held within ten (10) working days from the request date, unless it is mutually agreed otherwise within the time frame.

12.8. Representation of Employees: An employee shall be entitled to Association representation at an interview or meeting if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action against him/her. The Association representative's role at an interview or meeting is to consult with the employee. The Employer is free to insist upon hearing the employee's account of the matter(s) under investigation. The Parties agree that in all cases the principles of "Weingart v. NLRB" and other applicable case law shall be observed. The provisions of this article shall apply to both

time employees.

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

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Safety and Health Protection

13.1. Work Environment: It is mutually agreed that the prevention of accidents and injuries to state employees will result in greater efficiency of operations of state government. Toward this end, the Employer shall make every reasonable effort to provide and maintain safe and healthy working conditions and the Association shall assist by encouraging full time or regularly scheduled part time employees to perform their assigned tasks in a safe manner.

13.2. Safety Committee: A Safety Committee composed of members representing full time and regularly scheduled part time employees and representing management within the bargaining unit or multiple bargaining units with similar locations shall be established. The purpose of the committee shall be to develop programs of safety education, training, protection and reasonable standards for compliance by both Employer and employee. Voluntary compliance shall be sought initially to reduce injuries and lost workdays.

13.2.1. Meetings: The Safety Committee shall meet at the call of either the Employer or the Association, but not more than once a month.

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 addresses of emergency services, e.g. police, fire, licensed ambulance services and the poison control center at Hitchcock Hospital shall be posted on official bulletin boards.

13.4. Access to Inoculations, Diagnostic Clinics: Full time and regular scheduled part time employees shall be granted 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 shall 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 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 a safety assistance program, comprehensive health and lifestyle programs, and affect their implementation to the extent found to be feasible.

13.8. Training for Specialized Equipment: The Safety Committee shall establish guidelines that will insure training for all full time or regular scheduled part time employees who use unique or specialized equipment.

13.9. Areas of Interest: The following areas shall be addressed for the purpose of establishing guideline: 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 mana labor. Labor representatives shall be appointed by the Association.

13.11. Response to Recommendations: The Employer shall provide, within thirty (30) days, a written res recommendations of the safety committee which indicates acceptance or rejection of the recommendation reasons therefore. An extension of thirty (30) days is permitted upon written notification to the Safety Cor Unresolved issues shall be submitted to the Labor Management Committee for resolution according to a r its members. If the LMC is evenly split on an issue, the Association retains the right to submit the matter t under Article XIV, Section 14.5.

13.12. The Employer will make every reasonable effort to insure that the employee parking areas are pro and/or treated prior to 7:30 a.m., in cases of inclement weather.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Grievance Procedure

14.1. Purpose: The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievance 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 dispute at the lowest possible level, and the Employer and the Association agree to work together towards this end. This article shall be interpreted as preventing or discouraging any full time or regular scheduled part time employee from discussing any disputed matter in an informed and informal manner with the immediate supervisor or the Employer. Such discussions will not, however, interfere with the right to seek resolution of the dispute through the grievance procedure provided herein.

14.1.2. Investigations: The Steward, when requested by one or a number of employees whom he/she represents, shall investigate the basis for any dispute arising under this Agreement and may, at any stage, assist the employee seeking resolution of such dispute through the grievance procedure provided herein. A staff representative of the Association may substitute in place of the Steward at the third step (Agency Head) or sooner if the employee is represented by other than the supervisor or intermediate supervisor.

14.1.3. Procedure: Any employee having problems concerning the interpretation or application of any provision of this Agreement shall seek adjustment in the step order listed below according to the organizational pattern of the agency. There shall be not less than two nor more than five adjustment steps.

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

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

14.1.6. Group Grievances: If a group of employees files a grievance, not more than three (3) employees shall represent the group at any scheduled meeting provided for in the steps listed below.

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

[Top of Page](#)

14.1.8. A grievance initiated by the Employer against the Association or its members shall be filed directly

Executive Director of the Association and shall be considered a Step III appeal.

14.1.9. Filings: A grievance shall be filed within fifteen (15) work days of the time the grievant knew or should have known of the alleged violation.

14.1.10. Written Notices: A copy of all grievances which have been reduced to writing shall be forwarded to the Office of Employee Relations and to the offices of the Association.

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

14.2.1. The employee and/or his/her Steward, shall present to his/her supervisor all the facts pertaining to the grievance.

14.2.2. The immediate supervisor shall resolve the dispute at once or notify the employee or his/her representative of the decision within five (5) working days from the day the problem was presented to him/her.

14.3. Grievance Procedure - STEP II - Employee and Intermediate Supervisor

14.3.1. If, subsequent to the immediate supervisor's decision, the employee and/or his/her Steward feels 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 shall be made in writing to the intermediate supervisor and the immediate supervisor, within five (5) working days from the day the employee was informed of the immediate supervisor's decision.

14.3.2. The intermediate supervisor shall schedule a meeting with those concerned as soon as practicable after receipt of the written notification of appeal. Such meeting shall be scheduled within ten (10) working days.

14.3.3. The intermediate supervisor shall notify in writing the employee or his/her representative and his/her supervisor of the decision reached within five (5) working days after the meeting.

14.4. Grievance Procedure - STEP III - Employee and Agency Head

14.4.1. If, subsequent to receipt of the intermediate supervisor's decision, the employee and/or his/her Steward feels that further review is justified, notification to that effect and a statement of all the facts pertaining to the grievance, specifying the Article(s) and Section(s) which have been allegedly violated, and shall be made in writing to the Agency Head within five (5) working days from the day the employee was informed of the decision reached.

14.4.2. The agency head or his/her designated representative shall schedule a meeting with those concerned as 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 supervisors concerned of the decision reached and reasons therefore within ten (10) working days after the meeting.

[Top of Page](#)

14.5. Grievance Procedure - STEP IV – ARBITRATION

14.5.1. If subsequent to the agency head's decision the Association feels that further review is justified a petition shall be submitted to the Labor Management Committee for the appointment of an arbitrator as provided in 14.5.2. The Labor Management Committee to schedule a meeting to review the petition. Said petition shall be submitted to the Labor Management Committee within ten (10) working days of the date of the agency head's decision.

fifteen (15) working days from the date the employee or Steward was notified of the decision. A copy of it must be sent to the Employer at the same time.

14.5.2. Arbitrator's Powers: The arbitrator shall have no power to render a decision that will add to, sub alter, change or modify the terms of this Agreement, and his/her power shall be limited to interpretation 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 case it will be advisory in nature.

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

14.5.3. Cost of arbitration: If there is any expense charged by the arbitrator it shall be borne equally.

14.5.4. Arbitrator Panel: Within forty-five (45) days after the execution of this Agreement the Chief Negotiator and the State Negotiator shall designate a permanent panel of arbitrators selected from lists provided by the Parties. The panel shall consist of not less than six (6) and not more than eighteen (18) arbitrators who shall serve pursuant to guidelines set forth in 14.5.5. Arbitrators for each individual arbitration will be assigned to the panel on a rotating basis. Initial assignments shall be determined by lot.

14.5.5. Panel Conditions: Arbitrators appointed to the panel shall agree to the following conditions:

- a. Daily fees will not exceed a mutually agreed upon amount, per day plus reasonable expenses;
- b. Except in unusual cases one day of Arbitrator's study time will be allowed for each day of hearing;
- c. The arbitrator will provide a hearing date within sixty (60) days of a request for hearing. If unable to do so, the Arbitrator's name will be placed on the bottom of the list and the next member will be appointed;
- d. An arbitration decision shall be rendered within thirty (30) days of the close of the hearing.

14.6. General Provisions:

14.6.1. Sufficient Steps: Steps I and III may be sufficient in a small unit. Step II may be duplicated as an additional step in a large unit where more than one intermediate supervisor may be affected.

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

14.6.3. Missed Time Limits: Failure on the part of the supervisor or Agency Head to comply with the time requirement of this Article shall elevate a grievance to the next step unless the Parties have agreed to extend the time limit requirement.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrativ
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

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.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Employee Records and Rights

16.1. Access to Personnel Files: All full-time and part-time employees shall be allowed access to their personnel files during normal working hours for inspection and/or copies of documents which will be provided by the Employer. Employee inspection shall be made subject to prior arrangement with the Employer.

16.1.1. Copies of Letters: A full time or regular scheduled part time employee shall be provided with a copy of any complaint by a third party and letters of commendation at the same time such letters are placed in the personnel file.

16.1.2. Employment Recommendations: If requested, upon termination a full time or regular scheduled part time employee will be advised of any recommendation for rehire which has been made a part of that employee's personnel file.

16.2. Location of Files: Every full time or regular scheduled part time employee shall be informed as to the location and location of all personnel files. A personnel file shall be defined as any file kept by a supervisor or custodian of records which relate directly in any way to an employee's status as an employee.

16.3. Reasons for Non-Selection: A full time employee who is not selected after applying for a posted position shall be informed in writing of his/her non-selection and the reason therefore within a reasonable period of time as defined in 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 vacation leave shall be maintained and be available for inspection at a designated area.

16.5. Disciplinary Investigations: Any full time employee shall be informed, upon a written request, when a disciplinary investigation is complete and of the determination of said 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 the Director of the Commissioner/Agency Head or any of his/her designated representative.

16.7. Privacy: The Employer agrees to make every reasonable effort to counsel and/or reprimand full time and part time scheduled part time employees in private and to limit discussion of any employee's problems by supervisory parties.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Notices

17.1. Notice to Association: Whenever a written legal notice is required to be given by the State to the Association, such notice shall be given to the state organization of the State Employees Association of New Hampshire offices in Concord, New Hampshire.

17.2. Notice to State: Whenever written legal notice is required to be given by the Association to the State, notice shall be given to the Manager, Bureau of Employee Relations at the Division of Personnel.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

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.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Wages and Benefits

19.1. Full-time employees shall be entitled to all the rights and benefits provided by this Agreement. Part-time employees who are employed on other than a seasonal, irregular or on-call basis, shall be entitled to all the benefits provided by the Articles of this Agreement that specifically reference part-time employees.

19.2. Wages:

19.2.1. Each position in the classified service shall be increased one labor grade on December 28, 2001. Full-time and part-time employee shall be paid in accordance with the salary schedules contained in Appendix A.

19.2.2. The Parties agree that there shall be three additional steps added to the salary matrices effective December 28, 2001. Full-time and part-time employees shall be eligible to move to the sixth step after successful completion of two years at the fifth step. An employee shall be eligible to move to the seventh step after successful completion of two years at the new 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 has received satisfactory annual performance evaluations for the period.

19.2.3. All salaries for classified full-time and part-time employees shall increase by two (2) percent on December 28, 2002 and shall be paid in accordance with the salary schedules contained in Appendix A.

19.3. Payroll Information: Payroll checks shall include all required information, a clear designation as to amount and category, e.g., regular, overtime or holiday pay, of compensation for which payment is being made.

19.3.1. Direct Deposit: The Employer agrees to make available to all full-time and part-time employees, to the extent that banking institutions cooperate, direct deposit of payroll checks.

19.3.2. Applicable Rates: Any applicable compensation for overtime and holidays shall be paid in conjunction with the full-time or regular scheduled part-time 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 breakdown of information on hours worked in every pay category; and, all individual leave accruals (annual, sick, and holiday).

19.4 Travel Reimbursement:

[Top of Page](#)

19.4.1. Conformance with Regulations: Reimbursement for travel and meals shall conform to regulations by the Department of Administrative Services with the approval of the Governor and Executive Council and of this Agreement.

19.4.2. Reimbursements and Advances: The Employer agrees to reimburse all full-time and part-time employees for valid travel expenses within fifteen (15) working days of the date the employee submits to the Employer a 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-pocket expenses.

19.4.3. Mileage: The Parties agree that all full-time and part-time employees who are required to use the vehicles for State business shall be reimbursed for all miles incurred at the maximum rate then allowable by the 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 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, unless such reimbursement is specifically authorized by this Agreement.

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

a. In-State Travel: When associated with necessary overnight stay, employees shall be reimbursed for 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 or who requests to attend an official function, banquet, dinner, or meeting associated with a meal, provided that such authorization is given in advance and in writing. The Employer shall not require an employee to attend a meal if reimbursement is not authorized.

[Top of Page](#)

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

19.4.6. Access to Regulations: Upon request, any full time or regular scheduled part time employee shall have 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.

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

19.7. Access to Rules and Regulations: All full-time and part-time employees shall have available to them the rules and directives relative to the department by which they are employed. In addition, the Employer shall furnish the Association with 150 copies of the Rules of the Division of Personnel for internal distribution.

19.8. Health Insurance:

19.8.1. Health Plans: The Employer agrees to provide to full-time employees and their dependents a Preferred Provider Organization (PPO) health insurance plan and a Health Maintenance Organization (HMO) health insurance plan. An employee's eligibility and opportunity to elect available health care options shall be in accordance with the enrollment rules of the respective plans. Part-time employees shall receive health insurance benefits where applicable by statute.

The Association acknowledges that the PPO and HMO provider(s) shall be chosen by the Employer, and that the decision by any employee(s) to participate in either plan shall not entitle said employee(s) to any further benefits or coverage provided for by this Agreement.

The level of benefits, coinsurance, dependent coverage and Employer premium contributions of the PPO and HMO plans offered under this provision shall be in accordance with the following conditions, amendments, restrictions, and in accordance with the specifications for a competitive bid.

a. Prescription Drugs: The Employer agrees to provide a prescription drug rider with a \$6.00 deductible for brand name drugs, a \$2.00 deductible for generic drugs, and a \$2.00 deductible for mail-order generic drugs.

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

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

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

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

1). Speech therapy, occupational therapy, physical therapy coverage in the plan shall be

limited only by the PCP referrals and without other limits.

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

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

1). Prescription drug coverage as set forth above in 19.8.1.a.

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

3). Health club membership for one (1) member per family at a value not greater than four hundred fifty dollars (\$450.00) per family per year, or, as an alternative as may be selected by the employee, an annual reimbursement not to exceed two hundred dollars (\$200.00) for approved exercise equipment.

4). A biennial credit of one hundred dollars (\$100.00) per family member for eyeglasses or contact lenses.

[Top of Page](#)

19.8.2. There shall be an insurance advisory committee composed of four members appointed by the Employer, two of whom shall be the Manager of Employee Relations, and four members appointed by the Association, one of whom shall be the Director of Negotiations. The purpose of the committee is to advise the Employer on all issues relating to the purchase and administration of insurance plans authorized or required by this Agreement. The committee shall be entitled to receive any information relevant to its mission and which is not confidential. The Employer shall consider the reports and recommendations of the committee before making final purchase decisions provided the reports and recommendations are timely filed. The committee shall meet at least quarterly.

19.9. Term Life Insurance: Full-time employees shall be provided with group term Life insurance of at least \$100,000, providing that the current Employer/employee contributions shall not be increased.

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

19.11. Longevity: Any full-time employee who has completed ten years of continuous service shall be paid to his/her normal salary, the sum of \$200.00 annually and an additional \$200.00 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 after 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 1, shall 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.

19.12. Shift Differentials:

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

19.12.2.Second shift: work commencing any time at/or after 2:00 p.m. or before 7:00 p.m. - increase of 50 cents over base pay.

19.12.3.Third shift: work commencing any time at/or after 7:00 p.m. or before 3:00 a.m. - increase of 50 cents over base pay.

19.12.4.Rotating Shifts: Employees who work rotating shifts shall have 50 cents/hour added over base pay as a shift differential.

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

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

19.12.6.Nurse Differential: Licensed Practical Nurses and Registered Nurses working at an institution in a nursing position, who commence work at any time at or after 2:00 p.m. or before 3:00 a.m. shall have two dollars per hour added over base pay in lieu of Article 19.12.2, 19.12.3., and 19.12.4.

19.12.7.Hold Harmless: Every Licensed Practical Nurse and Registered Nurse employed by the Department of Corrections on the effective date of this Agreement shall have three dollars (\$3.00) per hour added over base pay in lieu of Article 19.12.2.,19.12.3., and 19.12.4., and 19.12.6.

19.13. Dental Insurance: Full-time employees and their dependents shall be provided with dental insurance. The cost of dental insurance shall be paid in full by the Employer. The level of benefits shall be at least comparable to the benefits provided for full-time employees, as provided in Appendix D. Part-time employees shall receive dental insurance benefits where provided by law.

19.14. Change of Residence: The Employer, agrees that when any full time employee is required to move residence for the "good of the state" after he/she has been permanently assigned, the actual moving expenses shall be borne by the Employer, in accordance with the Department of Administrative Services Manual of Procedure. Employees involved in voluntary moves or moves necessitated by promotion are liable for their own moving expenses.

19.15. Unpaid Leave of Absence: Any full time employee who has five (5) or more years of continuous service shall continue to have paid benefits as provided by 19.8. while on an authorized leave of absence without pay 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 coverage at State expense.

19.16. Child Care: The Labor Management Committee shall study the feasibility of establishing child care facilities for the use of employees at job sites at rates related directly to the service rendered and with due regard given to the employee's earnings and number of children enrolled.

19.16.1. As the next step toward optimum child care, the Parties should establish a committee to explore the feasibility of establishing child care facilities at each state institution.

19.16.2. Mothers' Health Care: The Employer, when feasible, shall provide a private area and sufficient time or regular scheduled part time employee postnatal mothers to tend to lactation needs.

19.17. Discount at State Recreational Areas: Any full-time or part-time bargaining unit employee shall be fifty-percent (50%) discount on the admission price of any state-owned recreational area. Employees must follow established discount rules and regulations to obtain the discount.

19.18. Payroll Confidentiality: The Employer agrees that full time or regular scheduled part time employee pay stubs, and payroll advise forms shall be distributed in a manner which maintains the confidentiality of 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 who require such access.

19.19. Equipment Replacement: The Employer shall not charge the full time or regular scheduled part time employee for repair/replacement of any issued equipment if loss or damage occurred in the normal performance of their assigned duty.

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Training and Education

20.1. Expense Reimbursement: Each employee who is selected and authorized by the Employer to participate in organized training, retraining or staff development program offered by the State during on-duty hours, will be reimbursed for expenses incidental to such training.

20.2. Educational Discount: Any full-time unit employee shall be entitled to a fifty percent (50%) discount of up to three (3) credit bearing courses 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 two (2) 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 shall be final and not grievable.
- e. When payment for a course is being made by the Employer or person(s) other than the employee, the 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, 2003 and nothing in this agreement implies a commitment to continue this discount beyond June 30, 2003.

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.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Duration and Re-opening

21.1. Duration: This Agreement as executed by the Parties is effective July 1, 2001 and shall remain in full effect through June 30, 2003 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, 2002 or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days of 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 or 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.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Administrative Services

22.1. Any proposed changes in the current parking policies will be subject to consultation as provided in the Agreement, prior to their implementation.

22.2. Whenever the Manager, Computer Operations Division, or Chief of Production Control determines that employees of the Computer Operations Section or customer service or production control are required to provide regularly scheduled work periods, such employees shall be reimbursed at the rate of four (4) hours of straight salary for twenty-four (24) hours of such availability. Article VII provision of the contract shall not be applied to this provision.

22.3. The Employer shall take all available measures to assure that the contract for vending services is cost-effective to the vendor.

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

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Agriculture

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

[<Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Banking

24.1. All bank examiners shall be entitled to meal and overnight reimbursements at applicable levels pursuant in connection with work assignments fifty (50) miles or more from their headquarters.

For the purpose of administering this provision, "headquarters" shall be defined as the location from which employee conducts his/her business routinely.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Children, Youth and Families

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

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

25.3. The Association shall appoint a committee of three (3) Division employees who will consult with the Division regarding:

- a. Workload standards for all field staff and all State Office staff involved in delivery of services to clients.
- b. Any proposed changes during the term of the Agreement to any workload standards established by the Division.

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.

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

25.5. The Division will furnish each employee with the written policy on dress code which is subject to reasonable change by the Employer.

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

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

25.8. The Employer will make every reasonable effort to insure that the employee parking areas at the Headquarters office building are properly plowed and/or treated prior to 7:30 a.m., in cases of inclement weather.

25.9. At the request of the Association, representatives of the Employer will meet at least quarterly with the Association's Children, Youth and Families chapter president or his/her designee, to discuss conditions of concern.

[Top of Page](#)

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

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

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

25.13. The Parties agree that employees who are chosen by the Employer to be Office Managers shall be in accordance with the following schedule:

District Office	Biweekly Compensation
Berlin	\$ 86.73
Claremont	\$ 86.73
Conway	\$ 86.73
Keene	\$ 86.73
Laconia	\$ 86.73
Littleton	\$ 86.73
Salem	\$ 86.73
Concord	\$135.53
Manchester	\$135.53
Nashua	\$135.53
Portsmouth	\$135.53
Rochester	\$135.53

The Employer agrees to provide pro rata compensation on a per diem basis to any employee who is removed as Office Manager or who resigns as Office Manager prior to completing a biweekly period.

The Parties agree further that this schedule of compensation shall be adjusted at the same time and in the same percentage amount as are the general salary schedules.

25.14. The employer shall provide the Association with appropriate workload ranges by September 1, 2002 for the following classifications located in the District Offices: Juvenile Service Officers, Support Enforcement office Protective Service workers, Social Workers, Case Technicians, Chap aides.

The ranges shall serve as guides to maintaining, distributing and supervising workloads. All established ranges shall be subject to Consultation by the parties pursuant to Article IV of the Collective Bargaining Agreement.

25.15. Labor management committees shall be established in each division to observe and oversee the work of the division. The committees shall be made up of equal numbers of members appointed by the union and members appointed by management. The committees shall meet at least quarterly and shall consider issues of overall case loads.

and the equitable distribution of workloads. The departmental Labor Management Committees shall work recommend potential procedures. Recommendations shall be made to the Commissioner and his/her divis

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Corrections - Field Services

- 26.1.** The Supervisor will designate an employee to be in charge of the office during his/her absence.
- 26.2.** Upon written request, and approval by the Director, Division members shall be allowed to attend job education courses on duty status.
- 26.3.** Each probation officer shall be provided with a current copy of the N.H. Criminal Code, RSA 318-B, RSA 318-C, and motor vehicle statutes, and each probation officer will be supplied with a copy of all statutory revisions and decisions relative to said statutes.
- 26.4.** No employee will be required to include his/her home telephone on a Division business card.
- 26.5.** The Employer shall provide each officer with a complete copy of the Policy and Procedure Manual. Each officer shall also be provided with Policy and Procedure Manual. These copies shall contain an updated index.
- 26.6.** Unit employees who are required to work in the evening shall schedule their evening hours in advance with the approval of their supervisor, with the understanding that evening hours will not be required on the evening of any holiday as defined by this Agreement as long as the hours are worked some other evening of the work year.
- 26.7.** At the request of the Association, representatives of both the Employer and the employee will meet periodically, if necessary, to discuss areas of mutual concern, including proposed changes to, and the development of, division policy.
- 26.8.** The Employer agrees to counsel or reprimand employees in private.
- 26.9.** Each district and sub-office shall be provided with an appropriate weapons storage container.
- 26.10.** The Employer shall issue to all left handed employees left handed equipment, when such equipment is available from the Employer.
- 26.11.** The Employer shall provide a first aid kit and fire extinguisher for each state owned car used by division employees.
- 26.12.** The Employer shall provide a first aid kit in each district office or sub-office.
- 26.13.** The Employer shall provide the ammunition necessary for the employees to qualify as long as the ammunition or weapon falls within the guideline for duty weapons as set forth in policy.

26.14. Probation/Parole Officers shall receive a clothing and equipment allowance of three hundred fifty dollars (\$350.00) per year. Clothing and equipment purchased with this allowance shall remain the property of the employee. The allowance due each officer in FY 1998 shall be reduced by an amount equal to the cost of a standard size (larger) badge and badge holder clip.

The Employer agrees to provide each officers with a standard size badge and badge holder clip, but each remain the property of the Employer.

26.15. 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 the employee's worksite.

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

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) work days. Notification shall include the reason(s) and/or cause(s) for the investigation.

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

During any investigation the employee shall retain his/her current status, schedule, assignment, and like benefits. If 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.

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

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.

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

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Corrections - Prisons and Secure Psychiatric Unit

27.1. All permanent state employees of the prisons and Secure Psychiatric Unit who qualify shall receive 1 duty pay as prescribed by statute.

27.2. Gun racks shall be provided in all wall towers. The administration shall determine the type of gun rack installed and prescribe the conditions under which they shall be used.

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

- Three (3) short-sleeved shirts
- Three (3) long-sleeved shirts
- Two (2) pair uniform pants
- One (1) coat (year-round weight)
- One (1) uniform cap with badge
- 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 outdoors.

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

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

27.3.1. It is understood by the Parties that a joint committee of the Parties has mutually agreed to modify provision set forth in 27.3. and that those modifications, which are pursuant to the findings of the TQM Co Uniform Issuance dated 9-24-97, will begin to be implemented on July 1, 1998.

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

27.5. The Warden and his/her designee agree to meet with the president of Chapter 24, and the unit Steward upon the request of the Chapter's president at a mutually agreeable time.

27.6. The Employer or a designee shall meet with the Chapter 39 president and the Secure Psychiatric Unit upon the request of the Chapter 39 president, at a mutually agreeable time.

27.7. The Employer will provide each perimeter security post with a pair of binoculars of not less than 7 x 35.

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

[Top of Page](#)

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

27.10. The fifteen-minute briefing period required of custodial personnel and nursing personnel shall be counted as overtime.

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

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

27.13. 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 the 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 wall where security considerations dictate that relief for other meal arrangements is not practical.

27.14. Job specifications of all positions at the Secure Psychiatric Unit will be made available for all personnel at the SPU for all three (3) shifts.

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

27.16. Vacancies: The Employer shall post all vacancies throughout the bargaining unit. All postings shall include the vacancy's assignment, location, shift, and days off if they are known.

27.17. Transfers: All lateral transfers shall be posted by the Employer for not less than five (5) work days. 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 reasons for the non-selection of all senior employees passed over shall be made in writing to such employee. The person making the selection shall provide a written notice to employees not selected, including the reasons for non-selection, which shall be completed within ten (10) work days.

In determining "seniority within the Department of Corrections", full credit for service shall be given to employees of the Secure Psychiatric Unit (SPU) who were moved into the Department of Corrections by the statutory reorganization of the SPU from the Department of Health and Human Services to the Department of Corrections.

27.17.1. 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.

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

[Top of Page](#)

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

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) work days. Notification shall include the reason(s) and/or cause(s) for the investigation.

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

During any investigation the employee shall retain his/her current status, schedule, assignment, and like benefits. If 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.

In all cases where the investigation determines that the allegation(s) in a complaint are unfounded, all records 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.

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.

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

27.19 Leave Administration: Notwithstanding the provisions of Article X, Sections 10.3. and 10.3.1., annual leave, bonus leave, and floating holidays for unit employees shall be administered in accordance with the following:

- a. The Employer agrees to accept properly executed leave applications within six (6) months of the end of the period of leave being requested.
- b. The Employer agrees to indicate acceptance or rejection of the requested leave within five (5) calendar days 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. Every employee will be afforded the opportunity to take two (2) consecutive weeks of accumulated annual leave at least once per calendar year. The Employer may direct employees to take at least one (1) full calendar week of annual leave in a calendar year.

e. 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 five day notice.

f. An employee shall be granted leave on an emergency basis due to unforeseen circumstances. Verification of the emergency may be required by the Employer.

[Top of Page](#)

27.20. 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.

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

27.22 Employee Rights: With respect to bargaining unit employees of the Department of Corrections, the Employer shall 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 applicable laws;
- 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, or by the Employer, permitted by the Employer, or any of its agents, of any personal, union-related, or 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.

27.23 A committee of 6 people shall be formed to study the funding of education and training programs for employees. The committee shall consist of three members appointed by the Employer and three members appointed by the Association. The agenda of the committee shall be to investigate procedures for approving funds for education and training and to make recommendations to the Commissioner of Corrections in regard to the equitable distribution of these funds throughout the department. The committee shall begin to meet no later than thirty days after the date of the Agreement and shall report to the Commissioner no later than six months after said date.

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Education

At the time of printing of this contract, this sub-unit contract had not been finalized. Modifications will be a by way of a Memorandum of Agreement which will be distributed to union members when negotiations have completed and ratified.

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

28.2. The Employer and the Association will establish a committee for the purpose of developing and implementing mutually agreeable departmental employee educational policy. Topics for this committee shall include the 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 the Commissioner, relative to establishing alternative work arrangements or closure of said offices for the employees without loss of pay or benefits.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Elderly and Adult Services

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

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

29.3. The Association shall appoint a Committee of three (3) Division employees who will consult with the Employer regarding:

- a. Workload standards for all field staff and all State office staff involved in delivery of services to clients.
- b. Any proposed changes during the term of the Agreement to any workload standards established by the Division.

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.

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

29.5. The Division will furnish each employee with the written policy on dress code which is subject to change by the Employer.

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

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

29.8. The Employer will make every reasonable effort to insure that the employee parking areas at the Headquarters office building are properly plowed and/or treated prior to 7:30 a.m., in cases of inclement weather.

29.9. At the request of the Association, representatives of the Employer will meet at least quarterly with the Association's Elderly and Adult Services chapter president or his/her designee, to discuss conditions of mutual interest.

29.10. The Employer shall designate a specific representative to whom employee complaints relative to client care shall be referred.

discrimination may be submitted and who will review such complaints and counsel the employee on remediation.

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

[Top of Page](#)

29.12. The Parties agree that employees who are chosen by the Employer to be Office Managers shall be in accordance with the following schedule:

Biweekly	
District Office Compensation	District Office Biweekly Compensation
Berlin	\$ 86.73
Claremont	\$ 86.73
Conway	\$ 86.73
Keene	\$ 86.73
Laconia	\$ 86.73
Littleton	\$ 86.73
Salem	\$ 86.73
Concord	\$135.53
Manchester	\$135.53
Nashua	\$135.53
Portsmouth	\$135.53
Rochester	\$135.53

The Employer agrees to provide pro rata compensation on a per diem basis to any employee who is removed from office or who resigns as Office Manager prior to completing a biweekly period.

The Parties agree further that this schedule of compensation shall be adjusted at the same time and in the same percentage amount as are the general salary schedules.

29.13. The employer shall provide the Association with appropriate workload ranges by September 1, 2002 for the following classifications located in the District Offices: Juvenile Service Officers, Support Enforcement officers, Protective Service workers, Social Workers, Case Technicians, Chaplains.

The ranges shall serve as guides to maintaining, distributing and supervising workloads. All established ranges shall be subject to Consultation by the parties pursuant to Article IV of the Collective Bargaining Agreement.

29.14. Labor management committees shall be established in each division to observe and oversee the work of the division. The committees shall be made up of equal numbers of members appointed by the union and members appointed by management. The committees shall meet at least quarterly and shall consider issues of overall case loads and the equitable distribution of workloads. The departmental Labor Management Committees shall work to identify and recommend potential procedures. Recommendations shall be made to the Commissioner and his/her division.

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Emergency Management

30.1. 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.

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

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Environmental Services

31.1. An employee engaged in hazardous duty requiring the use of Level A, B, or C protection, as defined in the Operating Safety Guides, Office of Emergency and Remedial Response, U.S. EPA, June 1992, Publication No. 348, 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.

31.2. 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.

31.3. 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.

31.4. Scuba divers and licensed blasters shall receive a differential of fifteen dollars (\$15.00) per hour for hazardous blasting work. The Dive Master or Blasting Team Leader shall receive a differential of eighteen dollars (\$18.00) per hour for hazardous blasting work.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Fish and Game

At the time of printing of this contract, this sub-unit contract had not been finalized. Modifications will be a by way of a Memorandum of Agreement which will be distributed to union members when negotiations have completed and ratified.

32.1. The Employer agrees to enter into a tool rental agreement with mechanics wherein the Employer shall provide 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.

32.2. A committee composed of three (3) Conservation Officers appointed by the Association and three (3) representatives of the Employer shall be established for the purpose of developing a comprehensive firearms training and policy for the Department of Fish and Game. The policy statement developed by this committee shall be forwarded to the Executive Director who may approve as much of the policy as he/she deems prudent.

32.2. 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.

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

32.5. The Employer shall provide sufficient and proper protective clothing and safety equipment to proper protection for any employee involved in any specific work operation.

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

32.7. The Employer shall allow Conservation Officers to be accompanied by their canine pets while on patrol. Licensing and required inoculations for these pets are the responsibility of the officers who own them and

shall bear full responsibility for any issue of liability.

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

32.9. Conservation Officers will be allowed the use of Pachmayr grips at all times.

32.10. Exempt law enforcement employees who are required to work on a scheduled day off, will be paid
one-half (1 1/2) times the regular rate for all hours worked and shall be guaranteed a minimum of eight and
(8.5) hours compensation. Such employees may choose to take compensatory time off at the rate of one
(1 1/2) hours for each hour worked in lieu of payment. This provision does not apply to court appearances

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

32.12. Each member of the underwater diving team shall have the right to use any issued diving equipment
team member's day off. The employee agrees to maintain the equipment in working condition. The Employer
have any liability for equipment used on the team members day off.

32.13. The Employer agrees to reimburse employees actively engaged as field training officers for meals
that the field training officers are working with trainees on the date(s) for which they are seeking reimbursement.
training officers are limited to one meal reimbursement per scheduled shift.

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

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Glencliff Home for the Elderly

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

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

33.3. 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 month. Reasonable efforts will be made to honor preference for requested days off at least twice a month. Employee exchange of schedule time must be verified in writing by both employees and approved by the supervisor or head or person in charge on forms which will be provided. The above scheduling pertains to all employees.

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

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

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

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

33.8. Dietary employees who are required to wear white uniform clothing shall have such uniforms provided by the Employer.

33.9. Employees shall be permitted to use the recreational facilities and equipment at the Glencliff Home for the Elderly on non-work time to the extent that such use does not interfere with the delivery of services to residents.

33.10. Employees who are members of the Fast Squad Volunteer Services for the ambulance and fire fighting shall not be required to use leave if they are responding to emergencies provided that proper supervisory approval is obtained and the response is to a second alarm.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Human Services

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

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

34.3. The Association shall appoint a Committee of three (3) Division employees who will consult with the Employer regarding:

- a. Workload standards for all field staff and all State office staff involved in delivery of services to clients.
- b. Any proposed changes during the term of the Agreement to any workload standards established by the Division.

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.

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

34.5. The Division of Human Services will furnish each employee with the written policy on dress code which may be reasonably changed by the Employer.

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

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

34.8. The Employer will make every reasonable effort to insure that the employee parking areas at the Human Services office building are properly plowed and/or treated prior to 7:30 a.m., in cases of inclement weather.

34.9. At the request of the Association, representatives of the Employer will meet at least quarterly with the Association's Human Services chapter president or his/her designee, to discuss conditions of mutual concern.

34.10. The Employer shall designate a specific representative to whom employee complaints relative to client care shall be referred.

discrimination may be submitted and who will review such complaints and counsel the employee on remediation.

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

34.12. The Parties agree that employees who are chosen by the Employer to be Office Managers shall be in accordance with the following schedule:

District Office	Biweekly Compensation
Berlin	\$ 86.73
Claremont	\$ 86.73
Conway	\$ 86.73
Keene	\$ 86.73
Laconia	\$ 86.73
Littleton	\$ 86.73
Salem	\$ 86.73
Concord	\$135.53
Manchester	\$135.53
Nashua	\$135.53
Portsmouth	\$135.53
Rochester	\$135.53

The Employer agrees to provide pro rata compensation on a per diem basis to any employee who is removed as Office Manager or who resigns as Office Manager prior to completing a biweekly period.

The Parties agree further that this schedule of compensation shall be adjusted at the same time and in the same percentage amount as are the general salary schedules.

34.13. The employer shall provide the Association with appropriate workload ranges by September 1, 2002 for the following classifications located in the District Offices: Juvenile Service Officers, Support Enforcement office Protective Service workers, Social Workers, Case Technicians, Chap aides.

The ranges shall serve as guides to maintaining, distributing and supervising workloads. All established ranges shall be subject to Consultation by the parties pursuant to Article IV of the Collective Bargaining Agreement.

34.14. Labor management committees shall be established in each division to observe and oversee the work of the division. The committees shall be made up of equal numbers of members appointed by the union and members appointed by management. The committees shall meet at least quarterly and shall consider issues of overall case loads and the equitable distribution of workloads. The departmental Labor Management Committees shall work to identify and recommend potential procedures. Recommendations shall be made to the Commissioner and his/her division.

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Laconia Developmental Services

35.1. An Employee Handbook shall be provided to each employee. Any changes will be distributed to the employee with the inclusion in the handbook at the time they receive their paychecks.

35.2. Suitable space will be provided if space and budgetary limits allow for employees to take lunch breaks in their working environment.

35.3. The steward shall be allowed to submit in writing topics of employee concern and may attend meetings at the request of the Executive Committee.

35.4. Whenever the parking areas are insufficient in number at the rate of one space to every two registers, the Department shall provide for employee parking; when such areas are insufficiently plowed or otherwise inaccessible to a register, the Department shall provide for employee parking; and within one hour of change of shifts, parking tickets and/or fees shall be temporarily waived. Further, employees shall be given a reasonable amount of time to move their vehicles, if inappropriately parked in a legal parking space within this one hour time period.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Liquor Commission - Enforcement

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, discussing 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 investigators to seek out programs and seminars and permit their attendance at such programs without loss of time or pay. Application for attendance shall be made to the division chief at least two weeks in advance of the program. Employees who attend such programs will be expected to submit a written report to the division chief and when applicable, take steps to share information acquired with the enforcement staff.

The Commission will seek funding for the attendance of Special Agents of the Enforcement Division in professional schools put on by the federal government, other state or private programs. Participation in such programs will be subject to approval by the Commissioner.

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. Each employee may be held accountable.

36.5. The president of Chapter 10 of the Association shall be allowed to submit, in writing, topics of employment to the Liquor Commission, and the Chief of Enforcement and Licensing.

36.6. The Liquor Commission, Division of Enforcement, shall provide each Special Agent empowered to make arrests in criminal cases with:

a. One (1) nylon jacket which shall identify the wearer, as "Special Agent, 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 is worn for sufficient wear.

b. One (1) hat which shall identify the wearer as, "Special Agent, Liquor Enforcement." Such hat shall have a 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 personnel shall receive a clothing allowance of three hundred fifty dollars (\$350.00) per year.

distributed in a manner to be determined by the Employer after consultation with the Association.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Liquor Commission - Retail

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

37.7. In the absence of the Retail Store Manager, the most senior highest ranking full time employee shall be the person in charge of the store. For the purpose of this section, the "most senior" shall be determined by the period of continuous service in the N.H. Liquor Commission which is unbroken by resignation, termination, or leave without pay.

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

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

37.10. Work performed by retail store employees on any Sunday or 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 who does not volunteer to perform such work shall be paid at the rate of time and one-half for all hours worked by mutual agreement of the Employer and employee, providing that the request of the employee is made prior to the Sunday or holiday to be worked; unless the compensatory time to be taken is mutually agreed upon prior to the time to be worked, in which case the compensatory time shall be taken at a mutually agreeable time within one year of accrual; providing further that compensatory time not taken within one year shall be paid by the Employer.

37.11. Any permanent retail clerk whose regularly assigned store is closed on any holiday shall be given the opportunity to work in other stores prior to offering work to supervisors, supervisor/manager, 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 11. The Association agrees that in those instances where sufficient annual leave is requested and granted pursuant to Section 10.9, so as to render the further operation of the store(s) or other facility(ies) impractical, then all 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 without 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 meals, and personal hygiene reasons.

37.16 All time worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be recorded on the ISP and the employee at his / her discretion may utilize this time within a two week period, at time and or with consultation with the store manager. If time off is not accommodated in the pay period the employee shall receive payment for the time at time and one half in the following pay period.

37.17 Sweepstakes incentive will be paid as follows:

- a. Payroll records generated at the store level from the ISP 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 full time 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.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Mental Health

38.1. There shall be a health and safety committee comprised of three (3) representatives each of the Association and two (2) representatives of the Division.

38.2. The committee shall meet regularly, and may be convened at the request of either the Association or the Division, but in no case shall the committee meet less than quarterly.

38.3. The committee shall study and investigate the health and safety of employees including but not limited to conditions affecting mental health and occupational safety. The committee shall make recommendations to the Health and Safety Committee established under Article 13.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

New Hampshire Hospital

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

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

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

39.4. A conference shall be called by the director of patient care services in the event that a patient/patient 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.

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

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

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

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

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

39.10. 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.

39.11. The employer agrees to enter into a tool rental agreement with mechanics wherein the Employer shall provide 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.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Pari-Mutuel Commission

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

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Public Health Services

41.1. The Employer shall make every reasonable effort to ensure that the employee parking areas at the office building are properly plowed and/or treated prior to 7:30 AM in cases of inclement winter weather.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

NH Community Technical College System

42.1. Instructional staff will not be required to perform general custodial or routine maintenance tasks not related to their instructional program. The instructional staff will be expected to leave their classroom, shops and laboratories in good condition suitable for the next class. The maintenance and care of classrooms, shops and laboratory equipment is the responsibility of the instructional staff. Instructional staff will, whenever possible, include in their instructional program maintenance projects which are instructional in nature and which relate to their technical expertise.

42.2. All academic year employees shall be granted the option of receiving their annual salary in either twenty-six (26) payments.

42.3. The Employer agrees to provide for uninterrupted vacation time for twelve (12) month faculty.

42.4. The Academic Department Chair shall be responsible for providing leadership in the administration, supervision, evaluation, advancement and effectiveness of the academic programs and student support systems within the department. The Department Chair shall be appointed by the President annually and shall serve at the pleasure of the President and/or his/her designee. The President possesses the right to reorganize the academic structure of the department subject to the approval of the Commissioner.

In addition to his/her assigned teaching responsibilities, the Department Chair shall be responsible for providing educational leadership, direction and vision for the department; recruiting, recommending and evaluating staff; preparing and assigning faculty teaching assignments; developing and implementing professional development plans for departmental faculty and staff; chairing department meetings; providing leadership in areas of curriculum development; coordinating departmental accreditation activities; advising students; communicating with other academic and non-academic departments on college-wide issues; preparing and overseeing departmental budgets and expenditures; coordinating clinical/internship/practicum sites; cultivating and maintaining partnerships with the professional community; and providing assistance in college fund-raising. Department chairs shall carry a teaching load as assigned by the President or his/her designee.

Department chairs shall be compensated at \$1550.00 per semester for the Fall and Spring semester only.

[Top of Page](#)

42.5. Faculty Workload – 180 Day Academic Employees:

42.5.1. Preface: Faculty workload is defined by a balance of teaching and non-teaching duties (office hours, institutional assignments/activities, departmental assignments/activities, professional development activities, service to the community and student organization/advising activities). The intent of this document is to establish reasonable boundaries and guidelines relating to faculty workload. Workload will be calculated over an academic year.

allow faculty and administration maximum flexibility.

42.5.2. Instructional:

a. A full-time 180-day faculty employee will be expected to teach 15 – 18 contact hours per semester total of 30 -36 contact hours per academic year. A contact hour is defined as 50 minutes of instruction per week for the period of an academic semester and shall include lecture and laboratory instruction. Alternative course delivery formats are permitted and shall be the responsibility of the Vice-President of Academic Affairs for the assessment of contact hours.

b. Contact hours for clinicals and other forms of formalized instruction, shall be calculated based upon (1) contact hour for each hour of instruction/supervision of a minimum of five (5) students at the clinical site. Clinicals shall be defined as direct, continuous, and on-going supervision and education of students at a designated site.

c. Contact hours for co-ops, internships, and practicums shall be calculated based upon .5 of a contact hour per hour times the number of students. Co-ops, internships, and practicums shall be defined as indirect, periodic, and on-going supervision and education/training of students at a designated site.

d. Full-time (A180) faculty shall be assigned no more than three (3) preparations per academic semester. One preparation shall be defined as both lecture and laboratory instruction for a discrete course. Faculty members may be assigned additional preparations in order to achieve the contact hour load as described in 42.5.2.a.

e. Based upon student load, an adjustment to faculty teaching workload may be made by the Vice President of Academic Affairs, in consultation with the designated Department Head and faculty member. A faculty member may be required to teach at the top of the contact hour range to adjust for low student numbers (by usual departmental standards). Conversely, a faculty member with high numbers of students (by usual departmental standards) may request teaching at the lower end of the range. Final decisions on the above will rest with the Vice President of Academic Affairs.

f. An overload shall be designated for those contact hours in excess of the maximum contact hour range for the academic year. Upon verification of an overload status for the academic year, payment shall be rendered in accordance with the adjunct faculty pay schedule and will be paid during the spring semester of the designated academic year.

42.5.3. Non-Instructional: The non-instructional workload is critical to the education of students outside of the classroom and to services that the college provides to the local community. Included in this area are the following:

- a. Institutional Assignments/Activities
- b. Departmental Assignments/Activities
- c. Professional Development Activities
- d. Service to Community
- e. Student Organization/Advising Activities
- f. Office Hours (minimum of 5)

Because faculty needs, student needs, program needs, college needs, and community needs change, the Vice President of Academic Affairs, in consultation with the designated Department Head, determine a reasonable non-instructional workload. Non-instructional assignments will be in addition to the instructional load.

[Top of Page](#)

42.5.4. Comprehensive Workload Considerations: Faculty may receive release time from the instructional special college or departmental projects at the discretion of the college president or his/her designee.

42.5.5 Dispute Resolution: Disputes with faculty workload assignments shall be processed in accordance XIV, Grievance Procedure, of the State of New Hampshire and State Employees Association of New Hamps Bargaining Agreement.

42.6. All faculty members shall have one institution designated as their headquarters.

42.7. The Employer agrees to issue letters stating the teaching assignments for all faculty members in the each year. The letter shall state the course and numbers of sections to be taught in the following academi case circumstances dictate that a change shall be necessitated, the Employer agrees to notify the teache possible.

42.8. The Employer agrees to assign contact hours to faculty on an equitable basis, taking into considera qualifications of faculty members in each department and the possible reduced load for Department heads the extent possible all faculty within a department will have the same or nearly the same number of conta

42.9. The Employer will try to equalize committee assignments for faculty members in each department.

42.10. Employees shall not be required to attain or hold standards higher than that required or recomme program and college accrediting agencies. The college administration shall make every reasonable attemp staff development assistance to those employees required to seek appropriate educational credentials res accreditation. Staff development shall be provided in accordance with departmental polices.

42.11. Maintenance and food service personnel required to wear uniforms shall be furnished with four (4) uniforms on a yearly basis. The care and cleaning of these uniforms shall be the employee's responsibility. retains the right to establish standards for uniform wear.

42.12. Academic employees on the 180 or 216 schedule shall receive an additional personal day annually reduction in the number of floating holidays from three (3) to two (2) days per year. A fiscal year (FY) pers be accrued on July 1 of each fiscal year. FY personal days accrued under this provision must be requested and used within the fiscal year in which it was accrued. FY personal days shall not be deducted from any c accrual.

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

NH Community Technical College System

42.1. Instructional staff will not be required to perform general custodial or routine maintenance tasks not related to their instructional program. The instructional staff will be expected to leave their classroom, shops and laboratories in good condition suitable for the next class. The maintenance and care of classrooms, shops and laboratory equipment is the responsibility of the instructional staff. Instructional staff will, whenever possible, include in their instructional program maintenance projects which are instructional in nature and which relate to their technical expertise.

42.2. All academic year employees shall be granted the option of receiving their annual salary in either twenty-six (26) payments.

42.3. The Employer agrees to provide for uninterrupted vacation time for twelve (12) months for faculty.

42.4. The Academic Department Chair shall be responsible for providing leadership in the administration, supervision, evaluation, advancement and effectiveness of the academic programs and student support systems within the department. The Department Chair shall be appointed by the President annually and shall serve at the pleasure of the President and/or his/her designee. The President possesses the right to reorganize the academic structure of the department subject to the approval of the Commissioner.

In addition to his/her assigned teaching responsibilities, the Department Chair shall be responsible for providing educational leadership, direction and vision for the department; recruiting, recommending and evaluating staff; preparing and assigning faculty teaching assignments; developing and implementing professional development plans for departmental faculty and staff; chairing department meetings; providing leadership in areas of curriculum development; coordinating departmental accreditation activities; advising students; communicating with other academic and non-academic departments on college-wide issues; preparing and overseeing departmental budgets and expenditures; coordinating clinical/internship/practicum sites; cultivating and maintaining partnerships with the professional community; and providing assistance in college fund-raising. Department chairs shall carry a teaching load as assigned by the President or his/her designee.

Department chairs shall be compensated at \$1550.00 per semester for the Fall and Spring semester only.

[Top of Page](#)

42.5. Faculty Workload – 180 Day Academic Employees:

42.5.1. Preface: Faculty workload is defined by a balance of teaching and non-teaching duties (office hours, institutional assignments/activities, departmental assignments/activities, professional development activities, service to the community and student organization/advising activities). The intent of this document is to establish reasonable boundaries and guidelines relating to faculty workload. Workload will be calculated over an academic year.

allow faculty and administration maximum flexibility.

42.5.2. Instructional:

a. A full-time 180-day faculty employee will be expected to teach 15 – 18 contact hours per semester total of 30 -36 contact hours per academic year. A contact hour is defined as 50 minutes of instruction per week for the period of an academic semester and shall include lecture and laboratory instruction. Alternative course delivery formats are permitted and shall be the responsibility of the Vice-President of Academic Affairs for the assessment of contact hours.

b. Contact hours for clinicals and other forms of formalized instruction, shall be calculated based upon (1) contact hour for each hour of instruction/supervision of a minimum of five (5) students at the clinical site. Clinicals shall be defined as direct, continuous, and on-going supervision and education of students at a designated site.

c. Contact hours for co-ops, internships, and practicums shall be calculated based upon .5 of a contact hour per hour times the number of students. Co-ops, internships, and practicums shall be defined as indirect, periodic, and on-going supervision and education/training of students at a designated site.

d. Full-time (A180) faculty shall be assigned no more than three (3) preparations per academic semester. One preparation shall be defined as both lecture and laboratory instruction for a discrete course. Faculty members may be assigned additional preparations in order to achieve the contact hour load as designated in 42.5.2.a.

e. Based upon student load, an adjustment to faculty teaching workload may be made by the Vice President of Academic Affairs, in consultation with the designated Department Head and faculty member. A faculty member may be required to teach at the top of the contact hour range to adjust for low student numbers (by usual departmental standards). Conversely, a faculty member with high numbers of students (by usual departmental standards) may request teaching at the lower end of the range. Final decisions on the above will rest with the Vice President of Academic Affairs.

f. An overload shall be designated for those contact hours in excess of the maximum contact hour range for the academic year. Upon verification of an overload status for the academic year, payment shall be rendered in accordance with the adjunct faculty pay schedule and will be paid during the spring semester of the designated academic year.

42.5.3. Non-Instructional: The non-instructional workload is critical to the education of students outside of the classroom and to services that the college provides to the local community. Included in this area are the following:

- a. Institutional Assignments/Activities
- b. Departmental Assignments/Activities
- c. Professional Development Activities
- d. Service to Community
- e. Student Organization/Advising Activities
- f. Office Hours (minimum of 5)

Because faculty needs, student needs, program needs, college needs, and community needs change, the Vice President of Academic Affairs, in consultation with the designated Department Head, determine a reasonable non-instructional workload. Non-instructional assignments will be in addition to the instructional load.

[Top of Page](#)

42.5.4. Comprehensive Workload Considerations: Faculty may receive release time from the instructional special college or departmental projects at the discretion of the college president or his/her designee.

42.5.5 Dispute Resolution: Disputes with faculty workload assignments shall be processed in accordance XIV, Grievance Procedure, of the State of New Hampshire and State Employees Association of New Hamps Bargaining Agreement.

42.6. All faculty members shall have one institution designated as their headquarters.

42.7. The Employer agrees to issue letters stating the teaching assignments for all faculty members in the each year. The letter shall state the course and numbers of sections to be taught in the following academi case circumstances dictate that a change shall be necessitated, the Employer agrees to notify the teache possible.

42.8. The Employer agrees to assign contact hours to faculty on an equitable basis, taking into considera qualifications of faculty members in each department and the possible reduced load for Department heads the extent possible all faculty within a department will have the same or nearly the same number of conta

42.9. The Employer will try to equalize committee assignments for faculty members in each department.

42.10. Employees shall not be required to attain or hold standards higher than that required or recomme program and college accrediting agencies. The college administration shall make every reasonable attemp staff development assistance to those employees required to seek appropriate educational credentials res accreditation. Staff development shall be provided in accordance with departmental polices.

42.11. Maintenance and food service personnel required to wear uniforms shall be furnished with four (4) uniforms on a yearly basis. The care and cleaning of these uniforms shall be the employee's responsibility. retains the right to establish standards for uniform wear.

42.12. Academic employees on the 180 or 216 schedule shall receive an additional personal day annually reduction in the number of floating holidays from three (3) to two (2) days per year. A fiscal year (FY) pers be accrued on July 1 of each fiscal year. FY personal days accrued under this provision must be requested and used within the fiscal year in which it was accrued. FY personal days shall not be deducted from any c accrual.

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Resources and Economic Development

43.1. 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.

43.2. 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 assignment wishes to do so and if the assignment for that week is at a single location.

43.3. 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 at the rate of time and one-half, or be given compensatory time off at time and one-half in lieu of payment.

43.4. 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 assignments 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 rates when on authorized forest fire assignments on these federal lands within the state or any of these lands within the boundaries of the state for time worked in excess of the established work week.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Retirement System

44.1. Employees will be allowed to keep a refrigerator within the Employer's premises for their personal use.

44.2. The Employer will provide an area of adequate size to be used as an employee lunch area.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Safety

45.1. The Employer agrees to enter into a tool rental agreement with department mechanics of the automobile repair shop wherein the Employer shall pay a fee for the employee's use of such tools in the service of the Employer. This 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 less than one (1) inch.

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

45.3. The maximum number of hours agreed to in a twenty-eight (28) consecutive day period for non-exempt enforcement safety inspection employees shall be one hundred seventy-one (171) hours.

45.4. 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.

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

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

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

45.8. The presidents of Chapters 23 and 40 of the Association shall be allowed to submit, in writing, topic concerns to the Commissioner, Director of Motor Vehicles, the Director of State Police, and Director of Safety.

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

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

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

45.12. The Deputy Fire Marshall(s), Fire Investigator(s), Carnival Inspectors, and Gaming Enforcement Off receive an annual clothing allowance of \$350.00.

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

45.14. An employee of the Highway Enforcement Division shall reside within a reasonable distance from h assigned patrol area.

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

45.16. The Division of Enforcement shall allow outside employment by members, subject to such limitation requirements as the Division may deem necessary.

45.17. The Employer shall not charge the employee for repair/replacement of any issued equipment if los occurred in the normal performance of the employees assigned duty.

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

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

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

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

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Transportation

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

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

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

46.4. 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.

46.5. 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.

46.6. The Employer agrees to enter into a tool rental agreement with mechanics wherein the Employer shall provide 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 rate termination fee schedule.

46.7. Toll booth employees shall be allowed to accrue up to twenty-four (24) hours of compensatory time without overtime payment. Toll booth employees may be allowed to accrue up to forty (40) hours of compensatory time by mutual agreement.

46.8. 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.

The program shall not take effect until after the Department of Transportation payroll is transferred to GHF

46.9. No employee's rights to drive DOT vehicles shall be suspended for reasons related to the employee record without first having a personal meeting/hearing with the DOT Health and Safety Officer, his/her as DOT Human Resources Administrator.

46.10 The Employer shall provide an allowance to any employee whose PPE assessment indicates a need 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:

The amount of the allowance shall be seventy-five dollars (\$75.00) per employee.

An additional allowance shall be paid only when the employee's prescription changes enough to necessitate purchase of new safety glasses.

The employer retains the right to determine the appropriate style, which shall accommodate top and side

Prescription safety glasses shall meet current personal protective equipment standards.

46.11 In recognition of their obligation to respond to winter maintenance call outs, the Employer agrees to stipend of twenty-five dollars (\$25.00) per week to certain employees from the first full week in November to the last full week of March of each year in accordance with the following conditions:

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.

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 an employee who refuses a call to perform winter maintenance and ancillary duties may be removed from the list and cease to receive the stipend, and may be required to reimburse the Employer for stipends received since the last winter maintenance call out.

46.12 A joint Labor Management Committee shall be convened to address the issue of travel time by Brim members and the assignment of State Vehicles. The Committee shall consist of 3 members appointed by the Department and 3 members appointed by the Association. The Committee shall meet at least monthly, beginning no later than 30 days after the effective date of this agreement, for the purpose of seeking resolution by consensus to the issues related to this topic and shall report its results to the parties no later than 120 days after the effective date.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Veteran's Home

47.1. The Employer shall provide a clothing allowance to dietary, nursing, housekeeping, and laundry employees who are required to wear uniforms in accordance with the following provisions:

a. The amount of the clothing allowance shall be one hundred fifty dollars (\$150.00) per employee per year to be paid at the beginning of the fiscal year. The amount of the clothing allowance shall increase to one hundred eighty dollars (\$180.00) effective July 1, 2002.

b. A new employee, following completion of the probationary period, shall receive twelve dollars and fifty cents (\$12.50) for each full month of service between the end of the probationary period and the start of the next fiscal year. Effective July 1, 2002, the amount shall be increased to 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.

c. 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 twelve dollars and fifty cents (\$12.50) per completed month of service to be paid upon termination. Effective July 1, 2002, the amount shall be increased to fifteen dollars (\$15.00) per completed month of service to be paid upon termination.

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

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

47.3 All employees shall work a 40 hour work week.

47.4 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 members appointed by the Employer. The committee shall also appoint other ad hoc members when topics of concern arise. The committee shall also appoint other ad hoc members when topics of concern arise from membership from un-represented work sections within the Veterans Home.

Topics for resolution shall include staff development funding, flexible scheduling, and other departmental issues that may arise. The committee shall meet at least monthly starting within 30 days of the effective date of this Agreement and shall report to the parties relative to staff development funding and flexible schedules no later than 120 days from the effective date of this Agreement.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Youth Development Services

- 48.1.** Employees shall be provided with an identification card bearing their photograph and signature.
- 48.2.** Employees shall be provided with a two week notice prior to any permanent change in hours, work duties.
- 48.3.** The Employer agrees to provide telephone answering machines and pay for any installation costs to officers.
- 48.4.** Cottage care employees shall be allowed a lunch break if possible at the discretion of the Employer to be taken away from the immediate work area. Such employees are subject to recall during their lunch break.
- 48.5.** Personnel in the treatment division who work thirty-seven and one-half (37 1/2) hours per week may work from the daily standard work hours and may work a flexible daily work schedule upon approval of the Employer.
- 48.6.** 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.
- 48.7.** No employee shall be required to attend meetings, classes or other events connected with work on duty without receiving proper compensation. This shall not be construed to mean that any employee may not be required to attend such meetings or events even if no compensation for off-duty time spent in this way is forthcoming.
- 48.8.** The president of Chapter 21 shall be allowed to submit in writing topics of employee concern and matters for discussion at meetings at the request of the administrative staff.
- 48.9.** The Employer shall make every reasonable effort to avoid having an employee work alone in cottage care during an unreasonable period of time.
- 48.10.** Dietary employees who are required to wear white uniform clothing shall have such uniforms provided by the Employer.
- 48.11.** If and when the Employer provides training to any employee, he/she shall attempt to provide such training which will be the most applicable to the employee's job functions. Employees may initiate requests, in writing, to the Superintendent describing the specific training idea. The Superintendent shall respond, in writing, within thirty days.
- 48.12.** Non-medically licensed employees shall not be permitted to dispense medication contrary to law.

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

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

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

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

48.17. The Employer should arrange for the addition of a telephone for Sanders cottage.

48.18. Uniforms: The Agency will provide at no cost to the employee, uniforms (chosen by the Agency) to the Maintenance Department. Those employees electing to wear uniforms, are required to wear them at a working at DYDS. The Agency will provide employees with 8 outfits/annually (5 long pant/long sleeve and sleeve/short pant) and shall replace up to 2 uniforms/year which become damaged or worn as a result of . The Agency will not launder or provide repair service for the uniforms. Employees are required to properly uniforms.

48.19. Direct Care Pay: The Agency will provide direct care pay to Cook II's, the Assistant Chef, and Che daily with residents in the kitchen at YDC. If it is determined that residents will no longer be allowed to w kitchen, the employees will no longer be eligible to receive direct care pay.

48.20. Schedules: Any residential direct care employee whose full-time permanent date of hire is prior to and who is working a four (4) day on/three (3) day off work schedule (4 & 3 schedule) shall continue to w schedule unless:

- a. s/he agrees to work a different schedule; or,
- b. s/he accepts a new position,
- c. the House Leader in a cottage or cottages decides that a different schedule is in the best interests of the residents.

This section shall expire on December 21, 2005.

48.21. Academic employees on the 180 or 216 schedule shall receive an additional personal day annually reduction in the number of floating holidays from three (3) or two (2) days per year. A fiscal year (FY) pers be accrued on July 1 of each fiscal year. FY personal days accrued under this provision must be requested and used within the fiscal year in which it was accrued. FY personal days shall not be deducted from any c accrual.

[<< Previous](#) [Table of Conte](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Emergency Communications

49.1. 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.

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

49.3. 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, individual shifts involved, so that approval may be granted
- d. all swap must be executed and returned within the same pay week

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

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

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

49.7 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.

49.8 Emergency Communications employees shall be issued shirts appropriate to the season and a sweatshirt with the E-911 logo. Clothing issued shall be replaced as needed with the approval of the Employer.

49.9 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 commute to temporary headquarters. Except in an emergency, the Employer shall first seek volunteers for

when permanent or temporary transfers are necessary.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Cultural Affairs

50.1. For the biennium ending June 30, 2003, unit employees shall be permitted to telecommute, subject approval of the Commissioner, and subject to reasonable conditions imposed by the Commissioner.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

State Police Supervisors

51.1. Exempt law enforcement employees of the Department of Safety who are required to work on a schedule 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 (8) 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.

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

51.3. The president of Chapter 54 of the Association shall be allowed to submit, in writing, topics of employment to the Commissioner, Director of Motor Vehicles, the Director of State Police, the Director of Enforcement, and the Director of Safety Services.

51.4. Chapter 54 shall be allowed to utilize the Department of Safety Courier Service (during its normal work schedule) without cost to reach unit employees in the field.

51.5. Job specifications will be made available to employees on request.

51.6. 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 (8) hours compensation. If the calendar holiday falls on an employee's scheduled day off, the employee shall receive pay for the day in an amount equal to the regular rate for the day.

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

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

51.9. 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.

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

51.11. Exempt sworn employees of the Division of State Police shall be entitled to payment at their regular rate for overtime hours worked except when, in the opinion of the Commissioner, or of the Director if so designated by the Commissioner, unusual circumstances warrant payment at the time and one-half rate for equity purposes.

51.12. Clothing Allowance: Majors and detectives shall receive an annual clothing allowance of five hundred dollars (\$500.00). Whenever an employee is transferred or reassigned into a detective assignment, he/she shall receive a one-time lump sum clothing allowance of five hundred dollars (\$500.00) for that year within fifteen (15) days of the first-time funding by the 1998 session of the N.H. General Court.

51.13. In addition to the rights and benefits provided herein, bargaining unit members shall:

a. receive a five percent (5%) salary increase effective January 2, 1998 and a five percent (5%) salary increase effective May 14, 1999 in lieu of the wage and salary increases provided by Article XIX, sections 19.2.1. and 19.2.2.;

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

c. be paid at one and one half times the rate of Trooper II at maximum step for construction/overtime details and receive a minimum of four (4) hours compensation with compensation paid in increments of half (1/2) hour for work performed beyond the first four (4) hours;

d. be entitled to three additional calendar holidays per year in lieu of the three floating holidays provided by Article IX, Sections 9.6. through 9.6.6. Those additional holidays are the 3rd Monday in January, the 1st Monday in May and Columbus Day, subject to first-time funding by the 1998 session of the N.H. General Court;

e. accrue annual 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;

f. not be entitled to accrue any bonus leave, notwithstanding Article XI, Section 11.1.1.;

g. be entitled to establish a sick leave bank upon mutual agreement with the Employer; and,

h. have a basic work period of one hundred seventy-one (171) hours in a twenty-eight (28) day period. However, the Employer agrees, notwithstanding Article VI, Section 6.1.3., to schedule unit employees for one hundred sixty (160) hours per twenty-eight (28) day period.

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Adjutant General

52.1. 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, shifts involved, so that approval may be granted.
- d. All swaps must be executed and returned within the same pay period.

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Other Sub-units

53.1. No separate sub-unit contracts exist for the following sub-units. All wages, rights, and benefits are covered by the State Personnel Agreement, Articles I - XXI.

Council on Aging Employment Security
Insurance Department Labor Department
Sweepstakes Commission Revenue Administration
Public Utilities Commission State Planning
Supervisory Unit Treasury
Office of Alcohol & Drug Abuse Prevention

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
 Department of Administrative Services
 DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

2001 Basic 37.5 Hour Wage Schedule:

Effective December 28, 2001

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 1	Annual	14,839.50	15,268.50	15,717.00	16,185.00	16,692.00	17,218.50	17,706.00
	Bi-weekly	570.75	587.25	604.50	622.50	642.00	662.25	681.00
	Hourly	7.61	7.83	8.06	8.30	8.56	8.83	9.08
Grade 2	Annual	15,268.50	15,717.00	16,185.00	16,692.00	17,218.50	17,706.00	18,213.00
	Bi-weekly	587.25	604.50	622.50	642.00	662.25	681.00	700.50
	Hourly	7.83	8.06	8.30	8.56	8.83	9.08	9.34
Grade 3	Annual	15,717.00	16,185.00	16,692.00	17,218.50	17,706.00	18,213.00	18,759.00
	Bi-weekly	604.50	622.50	642.00	662.25	681.00	700.50	721.50
	Hourly	8.06	8.30	8.56	8.83	9.08	9.34	9.62
Grade 4	Annual	16,185.00	16,692.00	17,218.50	17,706.00	18,213.00	18,759.00	19,344.00
	Bi-weekly	622.50	642.00	662.25	681.00	700.50	721.50	744.00
	Hourly	8.30	8.56	8.83	9.08	9.34	9.62	9.92
Grade 5	Annual	16,692.00	17,218.50	17,706.00	18,213.00	18,759.00	19,344.00	20,728.50
	Bi-weekly	642.00	662.25	681.00	700.50	721.50	744.00	797.25
	Hourly	8.56	8.83	9.08	9.34	9.62	9.92	10.22
Grade 6	Annual	17,218.50	17,706.00	18,213.00	18,759.00	19,344.00	20,728.50	21,528.00
	Bi-weekly	662.25	681.00	700.50	721.50	744.00	797.25	828.00
	Hourly	8.83	9.08	9.34	9.62	9.92	10.63	11.04
Grade 7	Annual	17,706.00	18,369.00	19,149.00	19,929.00	20,728.50	21,528.00	22,366.50
	Bi-weekly	681.00	706.50	736.50	766.50	797.25	828.00	860.25
	Hourly	9.08	9.42	9.82	10.22	10.63	11.04	11.44
Grade 8	Annual	18,369.00	19,149.00	19,929.00	20,728.50	21,528.00	22,366.50	23,322.00
	Bi-weekly	706.50	736.50	766.50	797.25	828.00	860.25	897.00

	Hourly	9.42	9.82	10.22	10.63	11.04	11.47	11.87
Grade 9	Annual	19,149.00	19,929.00	20,728.50	21,528.00	22,366.50	23,322.00	24,238.50
	Bi-weekly	736.50	766.50	797.25	828.00	860.25	897.00	932.25
	Hourly	9.82	10.22	10.63	11.04	11.47	11.96	12.43
Grade 10	Annual	19,929.00	20,728.50	21,528.00	22,366.50	23,322.00	24,238.50	25,213.50
	Bi-weekly	766.50	797.25	828.00	860.25	897.00	932.25	969.75
	Hourly	10.22	10.63	11.04	11.47	11.96	12.43	12.93
Grade 11	Annual	20,728.50	21,528.00	22,366.50	23,322.00	24,238.50	25,213.50	26,227.50
	Bi-weekly	797.25	828.00	860.25	897.00	932.25	969.75	1,008.75
	Hourly	10.63	11.04	11.47	11.96	12.43	12.93	13.45
Grade 12	Annual	21,528.00	22,366.50	23,322.00	24,238.50	25,213.50	26,227.50	27,319.50
	Bi-weekly	828.00	860.25	897.00	932.25	969.75	1,008.75	1,050.75
	Hourly	11.04	11.47	11.96	12.43	12.93	13.45	14.01
Grade 13	Annual	22,366.50	23,322.00	24,238.50	25,213.50	26,227.50	27,319.50	28,587.00
	Bi-weekly	860.25	897.00	932.25	969.75	1,008.75	1,050.75	1,099.75
	Hourly	11.47	11.96	12.43	12.93	13.45	14.01	14.66
Grade 14	Annual	23,322.00	24,238.50	25,213.50	26,227.50	27,319.50	28,587.00	29,776.50
	Bi-weekly	897.00	932.25	969.75	1,008.75	1,050.75	1,099.50	1,145.25
	Hourly	11.96	12.43	12.93	13.45	14.01	14.66	15.27
Grade 15	Annual	24,238.50	25,291.50	26,344.50	27,456.00	28,587.00	29,776.50	31,102.50
	Bi-weekly	932.25	972.75	1,013.25	1,056.00	1,099.50	1,145.25	1,196.25
	Hourly	12.43	12.97	13.51	14.08	14.66	15.27	15.95
Grade 16	Annual	25,291.50	26,344.50	27,456.00	28,587.00	29,776.50	31,102.50	32,409.00
	Bi-weekly	972.75	1,013.25	1,056.00	1,099.50	1,145.25	1,196.25	1,246.25
	Hourly	12.97	13.51	14.08	14.66	15.27	15.95	16.62
Grade 17	Annual	26,344.50	27,456.00	28,587.00	29,776.50	31,102.50	32,409.00	33,832.50
	Bi-weekly	1,013.25	1,056.00	1,099.50	1,145.25	1,196.25	1,246.50	1,301.25
	Hourly	13.51	14.08	14.66	15.27	15.95	16.62	17.35
Grade 18	Annual	27,456.00	28,587.00	29,776.50	31,102.50	32,409.00	33,832.50	35,256.00
	Bi-weekly	1,056.00	1,099.50	1,145.25	1,196.25	1,246.50	1,301.25	1,356.25
	Hourly	14.08	14.66	15.27	15.95	16.62	17.35	18.07
Grade 19	Annual	28,587.00	29,776.50	31,102.50	32,409.00	33,832.50	35,256.00	36,777.00

	Bi-weekly	1,099.50	1,145.25	1,196.25	1,246.50	1,301.25	1,356.00	1,414.50
	Hourly	14.66	15.27	15.95	16.62	17.35	18.08	18.86
Grade 20	Annual	29,776.50	31,102.50	32,409.00	33,832.50	35,256.00	36,777.00	38,356.50
	Bi-weekly	1,145.25	1,196.25	1,246.50	1,301.25	1,356.00	1,414.50	1,475.25
	Hourly	15.27	15.95	16.62	17.35	18.08	18.86	19.67
Grade 21	Annual	31,102.50	32,409.00	33,832.50	35,256.00	36,777.00	38,356.50	40,365.00
	Bi-weekly	1,196.25	1,246.50	1,301.25	1,356.00	1,414.50	1,475.25	1,552.50
	Hourly	15.95	16.62	17.35	18.08	18.86	19.67	20.70
Grade 22	Annual	32,409.00	33,832.50	35,256.00	36,777.00	38,356.50	40,365.00	42,159.00
	Bi-weekly	1,246.50	1,301.25	1,356.00	1,414.50	1,475.25	1,552.50	1,621.50
	Hourly	16.62	17.35	18.08	18.86	19.67	20.70	21.62
Grade 23	Annual	33,832.50	35,334.00	36,933.00	38,610.00	40,365.00	42,159.00	44,050.50
	Bi-weekly	1,301.25	1,359.00	1,420.50	1,485.00	1,552.50	1,621.50	1,694.25
	Hourly	17.35	18.12	18.94	19.80	20.70	21.62	22.59
Grade 24	Annual	35,334.00	36,933.00	38,610.00	40,365.00	42,159.00	44,050.50	46,059.00
	Bi-weekly	1,359.00	1,420.50	1,485.00	1,552.50	1,621.50	1,694.25	1,771.50
	Hourly	18.12	18.94	19.80	20.70	21.62	22.59	23.62
Grade 25	Annual	36,933.00	38,610.00	40,365.00	42,159.00	44,050.50	46,059.00	48,126.00
	Bi-weekly	1,420.50	1,485.00	1,552.50	1,621.50	1,694.25	1,771.50	1,851.00
	Hourly	18.94	19.80	20.70	21.62	22.59	23.62	24.68
Grade 26	Annual	38,610.00	40,365.00	42,159.00	44,050.50	46,059.00	48,126.00	50,290.50
	Bi-weekly	1,485.00	1,552.50	1,621.50	1,694.25	1,771.50	1,851.00	1,934.25
	Hourly	19.80	20.70	21.62	22.59	23.62	24.68	25.79
Grade 27	Annual	40,365.00	42,159.00	44,050.50	46,059.00	48,126.00	50,290.50	52,533.00
	Bi-weekly	1,552.50	1,621.50	1,694.25	1,771.50	1,851.00	1,934.25	2,020.50
	Hourly	20.70	21.62	22.59	23.62	24.68	25.79	26.94
Grade 28	Annual	42,159.00	44,050.50	46,059.00	48,126.00	50,290.50	52,533.00	54,931.50
	Bi-weekly	1,621.50	1,694.25	1,771.50	1,851.00	1,934.25	2,020.50	2,112.75
	Hourly	21.62	22.59	23.62	24.68	25.79	26.94	28.17
Grade 29	Annual	44,050.50	46,059.00	48,126.00	50,290.50	52,533.00	54,931.50	57,934.50
	Bi-weekly	1,694.25	1,771.50	1,851.00	1,934.25	2,020.50	2,112.75	2,228.50
	Hourly	22.59	23.62	24.68	25.79	26.94	28.17	29.67
Grade 30	Annual	46,059.00	48,126.00	50,290.50	52,533.00	54,931.50	57,934.50	60,703.50

Grade 30	Annual	46,037.00	48,126.00	50,270.00	52,533.00	54,931.00	57,474.00	60,170.00
	Bi-weekly	1,771.50	1,851.00	1,934.25	2,020.50	2,112.75	2,228.25	2,334.00
	Hourly	23.62	24.68	25.79	26.94	28.17	29.71	31.00
Grade 31	Annual	48,126.00	50,407.50	52,845.00	55,263.00	57,934.50	60,703.50	63,550.00
	Bi-weekly	1,851.00	1,938.75	2,032.50	2,125.50	2,228.25	2,334.75	2,444.00
	Hourly	24.68	25.85	27.10	28.34	29.71	31.13	32.00
Grade 32	Annual	50,407.50	52,845.00	55,263.00	57,934.50	60,703.50	63,550.50	66,592.00
	Bi-weekly	1,938.75	2,032.50	2,125.50	2,228.25	2,334.75	2,444.25	2,561.00
	Hourly	25.85	27.10	28.34	29.71	31.13	32.59	34.00
Grade 33	Annual	52,845.00	55,263.00	57,934.50	60,703.50	63,550.50	66,592.50	69,634.00
	Bi-weekly	2,032.50	2,125.50	2,228.25	2,334.75	2,444.25	2,561.25	2,678.00
	Hourly	27.10	28.34	29.71	31.13	32.59	34.15	35.00
Grade 34	Annual	55,263.00	57,934.50	60,703.50	63,550.50	66,592.50	69,634.50	72,676.00
	Bi-weekly	2,125.50	2,228.25	2,334.75	2,444.25	2,561.25	2,678.25	2,795.00
	Hourly	28.34	29.71	31.13	32.59	34.15	35.71	37.00
Grade 35	Annual	57,934.50	60,703.50	63,550.50	66,592.50	69,634.50	72,676.50	75,718.00
	Bi-weekly	2,228.25	2,334.75	2,444.25	2,561.25	2,678.25	2,795.25	2,912.00
	Hourly	29.71	31.13	32.59	34.15	35.71	37.27	38.00

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

2001 40 Hour Wage Schedule

Effective December 28, 2001

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 1	Annual	15,828.80	16,286.40	16,764.80	17,264.00	17,804.80	18,366.40	18,886.40
	Bi-weekly	608.80	626.40	644.80	664.00	684.80	706.40	726.40
	Hourly	7.61	7.83	8.06	8.30	8.56	8.83	9.07
Grade 2	Annual	16,286.40	16,764.80	17,264.00	17,804.80	18,366.40	18,886.40	19,427.20
	Bi-weekly	626.40	644.80	664.00	684.80	706.40	726.40	747.20
	Hourly	7.83	8.06	8.30	8.56	8.83	9.08	9.34
Grade 3	Annual	16,764.80	17,264.00	17,804.80	18,366.40	18,886.40	19,427.20	20,009.60
	Bi-weekly	644.80	664.00	684.80	706.40	726.40	747.20	769.60
	Hourly	8.06	8.30	8.56	8.83	9.08	9.34	9.60
Grade 4	Annual	17,264.00	17,804.80	18,366.40	18,886.40	19,427.20	20,009.60	20,633.60
	Bi-weekly	664.00	684.80	706.40	726.40	747.20	769.60	793.60
	Hourly	8.30	8.56	8.83	9.08	9.34	9.62	9.88
Grade 5	Annual	17,804.80	18,366.40	18,886.40	19,427.20	20,009.60	20,633.60	22,110.40
	Bi-weekly	684.80	706.40	726.40	747.20	769.60	793.60	850.40
	Hourly	8.56	8.83	9.08	9.34	9.62	9.90	10.63
Grade 6	Annual	18,366.40	18,886.40	19,427.20	20,009.60	20,633.60	22,110.40	22,963.20
	Bi-weekly	706.40	726.40	747.20	769.60	793.60	850.40	883.20
	Hourly	8.83	9.08	9.34	9.62	9.92	10.63	11.04
Grade 7	Annual	18,886.40	19,593.60	20,425.60	21,257.60	22,110.40	22,963.20	23,857.60
	Bi-weekly	726.40	753.60	785.60	817.60	850.40	883.20	917.60
	Hourly	9.08	9.42	9.82	10.22	10.63	11.04	11.50
Grade 8	Annual	19,593.60	20,425.60	21,257.60	22,110.40	22,963.20	23,857.60	24,876.00
	Bi-weekly	753.60	785.60	817.60	850.40	883.20	917.60	956.00

	Hourly	9.42	9.82	10.22	10.63	11.04	11.47	11.
Grade 9	Annual	20,425.60	21,257.60	22,110.40	22,963.20	23,857.60	24,876.80	25,854.
	Bi-weekly	785.60	817.60	850.40	883.20	917.60	956.80	994.
	Hourly	9.82	10.22	10.63	11.04	11.47	11.96	12.
Grade 10	Annual	21,257.60	22,110.40	22,963.20	23,857.60	24,876.80	25,854.40	26,894.
	Bi-weekly	817.60	850.40	883.20	917.60	956.80	994.40	1,034.
	Hourly	10.22	10.63	11.04	11.47	11.96	12.43	12.
Grade 11	Annual	22,110.40	22,963.20	23,857.60	24,876.80	25,854.40	26,894.40	27,976.
	Bi-weekly	850.40	883.20	917.60	956.80	994.40	1,034.40	1,076.
	Hourly	10.63	11.04	11.47	11.96	12.43	12.93	13.
Grade 12	Annual	22,963.20	23,857.60	24,876.80	25,854.40	26,894.40	27,976.00	29,140.
	Bi-weekly	883.20	917.60	956.80	994.40	1,034.40	1,076.00	1,120.
	Hourly	11.04	11.47	11.96	12.43	12.93	13.45	14.
Grade 13	Annual	23,857.60	24,876.80	25,854.40	26,894.40	27,976.00	29,140.80	30,492.
	Bi-weekly	917.60	956.80	994.40	1,034.40	1,076.00	1,120.80	1,172.
	Hourly	11.47	11.96	12.43	12.93	13.45	14.01	14.
Grade 14	Annual	24,876.80	25,854.40	26,894.40	27,976.00	29,140.80	30,492.80	31,761.
	Bi-weekly	956.80	994.40	1,034.40	1,076.00	1,120.80	1,172.80	1,221.
	Hourly	11.96	12.43	12.93	13.45	14.01	14.66	15.
Grade 15	Annual	25,854.40	26,977.60	28,100.80	29,286.40	30,492.80	31,761.60	33,176.
	Bi-weekly	994.40	1,037.60	1,080.80	1,126.40	1,172.80	1,221.60	1,276.
	Hourly	12.43	12.97	13.51	14.08	14.66	15.27	15.
Grade 16	Annual	26,977.60	28,100.80	29,286.40	30,492.80	31,761.60	33,176.00	34,569.
	Bi-weekly	1,037.60	1,080.80	1,126.40	1,172.80	1,221.60	1,276.00	1,329.
	Hourly	12.97	13.51	14.08	14.66	15.27	15.95	16.
Grade 17	Annual	28,100.80	29,286.40	30,492.80	31,761.60	33,176.00	34,569.60	36,088.
	Bi-weekly	1,080.80	1,126.40	1,172.80	1,221.60	1,276.00	1,329.60	1,388.
	Hourly	13.51	14.08	14.66	15.27	15.95	16.62	17.
Grade 18	Annual	29,286.40	30,492.80	31,761.60	33,176.00	34,569.60	36,088.00	37,606.
	Bi-weekly	1,126.40	1,172.80	1,221.60	1,276.00	1,329.60	1,388.00	1,446.
	Hourly	14.08	14.66	15.27	15.95	16.62	17.35	18.
Grade 19	Annual	30,492.80	31,761.60	33,176.00	34,569.60	36,088.00	37,606.40	39,228.

	Bi-weekly	1,172.80	1,221.60	1,276.00	1,329.60	1,388.00	1,446.40	1,508.
	Hourly	14.66	15.27	15.95	16.62	17.35	18.08	18.
Grade 20	Annual	31,761.60	33,176.00	34,569.60	36,088.00	37,606.40	39,228.80	40,913.
	Bi-weekly	1,221.60	1,276.00	1,329.60	1,388.00	1,446.40	1,508.80	1,573.
	Hourly	15.27	15.95	16.62	17.35	18.08	18.86	19.
Grade 21	Annual	33,176.00	34,569.60	36,088.00	37,606.40	39,228.80	40,913.60	43,056.
	Bi-weekly	1,276.00	1,329.60	1,388.00	1,446.40	1,508.80	1,573.60	1,656.
	Hourly	15.95	16.62	17.35	18.08	18.86	19.67	20.
Grade 22	Annual	34,569.60	36,088.00	37,606.40	39,228.80	40,913.60	43,056.00	44,969.
	Bi-weekly	1,329.60	1,388.00	1,446.40	1,508.80	1,573.60	1,656.00	1,729.
	Hourly	16.62	17.35	18.08	18.86	19.67	20.70	21.
Grade 23	Annual	36,088.00	37,689.60	39,395.20	41,184.00	43,056.00	44,969.60	46,987.
	Bi-weekly	1,388.00	1,449.60	1,515.20	1,584.00	1,656.00	1,729.60	1,807.
	Hourly	17.35	18.12	18.94	19.80	20.70	21.62	22.
Grade 24	Annual	37,689.60	39,395.20	41,184.00	43,056.00	44,969.60	46,987.20	49,129.
	Bi-weekly	1,449.60	1,515.20	1,584.00	1,656.00	1,729.60	1,807.20	1,889.
	Hourly	18.12	18.94	19.80	20.70	21.62	22.59	23.
Grade 25	Annual	39,395.20	41,184.00	43,056.00	44,969.60	46,987.20	49,129.60	51,334.
	Bi-weekly	1,515.20	1,584.00	1,656.00	1,729.60	1,807.20	1,889.60	1,974.
	Hourly	18.94	19.80	20.70	21.62	22.59	23.62	24.
Grade 26	Annual	41,184.00	43,056.00	44,969.60	46,987.20	49,129.60	51,334.40	53,643.
	Bi-weekly	1,584.00	1,656.00	1,729.60	1,807.20	1,889.60	1,974.40	2,063.
	Hourly	19.80	20.70	21.62	22.59	23.62	24.68	25.
Grade 27	Annual	43,056.00	44,969.60	46,987.20	49,129.60	51,334.40	53,643.20	56,035.
	Bi-weekly	1,656.00	1,729.60	1,807.20	1,889.60	1,974.40	2,063.20	2,155.
	Hourly	20.70	21.62	22.59	23.62	24.68	25.79	26.
Grade 28	Annual	44,969.60	46,987.20	49,129.60	51,334.40	53,643.20	56,035.20	58,593.
	Bi-weekly	1,729.60	1,807.20	1,889.60	1,974.40	2,063.20	2,155.20	2,253.
	Hourly	21.62	22.59	23.62	24.68	25.79	26.94	28.
Grade 29	Annual	46,987.20	49,129.60	51,334.40	53,643.20	56,035.20	58,593.60	61,796.
	Bi-weekly	1,807.20	1,889.60	1,974.40	2,063.20	2,155.20	2,253.60	2,376.
	Hourly	22.59	23.62	24.68	25.79	26.94	28.17	29.
Grade 30	Annual	49,129.60	51,334.40	53,643.20	56,035.20	58,593.60	61,796.80	64,750.

Grade 30	Annual	47,129.00	51,334.40	55,543.20	59,755.20	63,973.00	68,190.00	72,410.00
	Bi-weekly	1,889.60	1,974.40	2,063.20	2,155.20	2,253.60	2,376.80	2,490.00
	Hourly	23.62	24.68	25.79	26.94	28.17	29.71	31.00
Grade 31	Annual	51,334.40	53,768.00	56,368.00	58,947.20	61,796.80	64,750.40	67,787.20
	Bi-weekly	1,974.40	2,068.00	2,168.00	2,267.20	2,376.80	2,490.40	2,607.20
	Hourly	24.68	25.85	27.10	28.34	29.71	31.13	32.59
Grade 32	Annual	53,768.00	56,368.00	58,947.20	61,796.80	64,750.40	67,787.20	71,032.00
	Bi-weekly	2,068.00	2,168.00	2,267.20	2,376.80	2,490.40	2,607.20	2,732.00
	Hourly	25.85	27.10	28.34	29.71	31.13	32.59	34.15
Grade 33	Annual	56,368.00	58,947.20	61,796.80	64,750.40	67,787.20	71,032.00	74,276.00
	Bi-weekly	2,168.00	2,267.20	2,376.80	2,490.40	2,607.20	2,732.00	2,856.00
	Hourly	27.10	28.34	29.71	31.13	32.59	34.15	35.71
Grade 34	Annual	58,947.20	61,796.80	64,750.40	67,787.20	71,032.00	74,276.80	77,521.00
	Bi-weekly	2,267.20	2,376.80	2,490.40	2,607.20	2,732.00	2,856.80	2,981.00
	Hourly	28.34	29.71	31.13	32.59	34.15	35.71	37.27
Grade 35	Annual	61,796.80	64,750.40	67,787.20	71,032.00	74,276.80	77,521.60	80,766.00
	Bi-weekly	2,376.80	2,490.40	2,607.20	2,732.00	2,856.80	2,981.60	3,106.00
	Hourly	29.71	31.13	32.59	34.15	35.71	37.27	38.83

[<< Previous](#) [Table of Contents](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

2002 37.5 Hour Wage Schedule

Effective December 27, 2002

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 1	Annual	15,132.00	15,580.50	16,029.00	16,516.50	17,023.50	17,569.50	18,057.00
	Bi-weekly	582.00	599.25	616.50	635.25	654.75	675.75	694.50
	Hourly	7.76	7.99	8.22	8.47	8.73	9.01	9.26
Grade 2	Annual	15,580.50	16,029.00	16,516.50	17,023.50	17,569.50	18,057.00	18,583.50
	Bi-weekly	599.25	616.50	635.25	654.75	675.75	694.50	714.75
	Hourly	7.99	8.22	8.47	8.73	9.01	9.26	9.53
Grade 3	Annual	16,029.00	16,516.50	17,023.50	17,569.50	18,057.00	18,583.50	19,129.50
	Bi-weekly	616.50	635.25	654.75	675.75	694.50	714.75	735.75
	Hourly	8.22	8.47	8.73	9.01	9.26	9.53	9.81
Grade 4	Annual	16,516.50	17,023.50	17,569.50	18,057.00	18,583.50	19,129.50	19,734.00
	Bi-weekly	635.25	654.75	675.75	694.50	714.75	735.75	759.00
	Hourly	8.47	8.73	9.01	9.26	9.53	9.81	10.12
Grade 5	Annual	17,023.50	17,569.50	18,057.00	18,583.50	19,129.50	19,734.00	20,319.00
	Bi-weekly	654.75	675.75	694.50	714.75	735.75	759.00	781.50
	Hourly	8.73	9.01	9.26	9.53	9.81	10.12	10.42
Grade 6	Annual	17,569.50	18,057.00	18,583.50	19,129.50	19,734.00	20,319.00	20,919.00
	Bi-weekly	675.75	694.50	714.75	735.75	759.00	781.50	804.50
	Hourly	9.01	9.26	9.53	9.81	10.12	10.42	10.73
Grade 7	Annual	18,057.00	18,739.50	19,539.00	20,319.00	21,138.00	21,957.00	22,815.00
	Bi-weekly	694.50	720.75	751.50	781.50	813.00	844.50	877.50
	Hourly	9.26	9.61	10.02	10.42	10.84	11.26	11.69
Grade 8	Annual	18,739.50	19,539.00	20,319.00	21,138.00	21,957.00	22,815.00	23,700.00
	Bi-weekly	720.75	751.50	781.50	813.00	844.50	877.50	911.50

	Hourly	9.61	10.02	10.42	10.84	11.26	11.70	12.
Grade 9	Annual	19,539.00	20,319.00	21,138.00	21,957.00	22,815.00	23,790.00	24,726.
	Bi-weekly	751.50	781.50	813.00	844.50	877.50	915.00	951.
	Hourly	10.02	10.42	10.84	11.26	11.70	12.20	12.
Grade 10	Annual	20,319.00	21,138.00	21,957.00	22,815.00	23,790.00	24,726.00	25,720.
	Bi-weekly	781.50	813.00	844.50	877.50	915.00	951.00	989.
	Hourly	10.42	10.84	11.26	11.70	12.20	12.68	13.
Grade 11	Annual	21,138.00	21,957.00	22,815.00	23,790.00	24,726.00	25,720.50	26,754.
	Bi-weekly	813.00	844.50	877.50	915.00	951.00	989.25	1,029.
	Hourly	10.84	11.26	11.70	12.20	12.68	13.19	13.
Grade 12	Annual	21,957.00	22,815.00	23,790.00	24,726.00	25,720.50	26,754.00	27,865.
	Bi-weekly	844.50	877.50	915.00	951.00	989.25	1,029.00	1,071.
	Hourly	11.26	11.70	12.20	12.68	13.19	13.72	14.
Grade 13	Annual	22,815.00	23,790.00	24,726.00	25,720.50	26,754.00	27,865.50	29,152.
	Bi-weekly	877.50	915.00	951.00	989.25	1,029.00	1,071.75	1,121.
	Hourly	11.70	12.20	12.68	13.19	13.72	14.29	14.
Grade 14	Annual	23,790.00	24,726.00	25,720.50	26,754.00	27,865.50	29,152.50	30,381.
	Bi-weekly	915.00	951.00	989.25	1,029.00	1,071.75	1,121.25	1,168.
	Hourly	12.20	12.68	13.19	13.72	14.29	14.95	15.
Grade 15	Annual	24,726.00	25,798.50	26,871.00	28,002.00	29,152.50	30,381.00	31,726.
	Bi-weekly	951.00	992.25	1,033.50	1,077.00	1,121.25	1,168.50	1,220.
	Hourly	12.68	13.23	13.78	14.36	14.95	15.58	16.
Grade 16	Annual	25,798.50	26,871.00	28,002.00	29,152.50	30,381.00	31,726.50	33,052.
	Bi-weekly	992.25	1,033.50	1,077.00	1,121.25	1,168.50	1,220.25	1,271.
	Hourly	13.23	13.78	14.36	14.95	15.58	16.27	16.
Grade 17	Annual	26,871.00	28,002.00	29,152.50	30,381.00	31,726.50	33,052.50	34,515.
	Bi-weekly	1,033.50	1,077.00	1,121.25	1,168.50	1,220.25	1,271.25	1,327.
	Hourly	13.78	14.36	14.95	15.58	16.27	16.95	17.
Grade 18	Annual	28,002.00	29,152.50	30,381.00	31,726.50	33,052.50	34,515.00	35,958.
	Bi-weekly	1,077.00	1,121.25	1,168.50	1,220.25	1,271.25	1,327.50	1,383.
	Hourly	14.36	14.95	15.58	16.27	16.95	17.70	18.
Grade 19	Annual	29,152.50	30,381.00	31,726.50	33,052.50	34,515.00	35,958.00	37,518.

	Bi-weekly	1,121.25	1,168.50	1,220.25	1,271.25	1,327.50	1,383.00	1,443.
	Hourly	14.95	15.58	16.27	16.95	17.70	18.44	19.
Grade 20	Annual	30,381.00	31,726.50	33,052.50	34,515.00	35,958.00	37,518.00	39,117.
	Bi-weekly	1,168.50	1,220.25	1,271.25	1,327.50	1,383.00	1,443.00	1,504.
	Hourly	15.58	16.27	16.95	17.70	18.44	19.24	20.
Grade 21	Annual	31,726.50	33,052.50	34,515.00	35,958.00	37,518.00	39,117.00	41,164.
	Bi-weekly	1,220.25	1,271.25	1,327.50	1,383.00	1,443.00	1,504.50	1,583.
	Hourly	16.27	16.95	17.70	18.44	19.24	20.06	21.
Grade 22	Annual	33,052.50	34,515.00	35,958.00	37,518.00	39,117.00	41,164.50	42,997.
	Bi-weekly	1,271.25	1,327.50	1,383.00	1,443.00	1,504.50	1,583.25	1,653.
	Hourly	16.95	17.70	18.44	19.24	20.06	21.11	22.
Grade 23	Annual	34,515.00	36,036.00	37,674.00	39,390.00	41,164.50	42,997.50	44,928.
	Bi-weekly	1,327.50	1,386.00	1,449.00	1,515.00	1,583.25	1,653.75	1,728.
	Hourly	17.70	18.48	19.32	20.20	21.11	22.05	23.
Grade 24	Annual	36,036.00	37,674.00	39,390.00	41,164.50	42,997.50	44,928.00	46,975.
	Bi-weekly	1,386.00	1,449.00	1,515.00	1,583.25	1,653.75	1,728.00	1,806.
	Hourly	18.48	19.32	20.20	21.11	22.05	23.04	24.
Grade 25	Annual	37,674.00	39,390.00	41,164.50	42,997.50	44,928.00	46,975.50	49,081.
	Bi-weekly	1,449.00	1,515.00	1,583.25	1,653.75	1,728.00	1,806.75	1,887.
	Hourly	19.32	20.20	21.11	22.05	23.04	24.09	25.
Grade 26	Annual	39,390.00	41,164.50	42,997.50	44,928.00	46,975.50	49,081.50	51,304.
	Bi-weekly	1,515.00	1,583.25	1,653.75	1,728.00	1,806.75	1,887.75	1,973.
	Hourly	20.20	21.11	22.05	23.04	24.09	25.17	26.
Grade 27	Annual	41,164.50	42,997.50	44,928.00	46,975.50	49,081.50	51,304.50	53,586.
	Bi-weekly	1,583.25	1,653.75	1,728.00	1,806.75	1,887.75	1,973.25	2,061.
	Hourly	21.11	22.05	23.04	24.09	25.17	26.31	27.
Grade 28	Annual	42,997.50	44,928.00	46,975.50	49,081.50	51,304.50	53,586.00	56,023.
	Bi-weekly	1,653.75	1,728.00	1,806.75	1,887.75	1,973.25	2,061.00	2,154.
	Hourly	22.05	23.04	24.09	25.17	26.31	27.48	28.
Grade 29	Annual	44,928.00	46,975.50	49,081.50	51,304.50	53,586.00	56,023.50	59,085.
	Bi-weekly	1,728.00	1,806.75	1,887.75	1,973.25	2,061.00	2,154.75	2,272.
	Hourly	23.04	24.09	25.17	26.31	27.48	28.73	30.
Grade 30	Annual	46,975.50	49,081.50	51,304.50	53,586.00	56,023.50	59,085.00	61,912.

Grade 30	Annual	40,773.50	47,001.50	51,504.50	55,500.00	59,023.50	57,000.00	51,712.
	Bi-weekly	1,806.75	1,887.75	1,973.25	2,061.00	2,154.75	2,272.50	2,381.
	Hourly	24.09	25.17	26.31	27.48	28.73	30.30	31.
Grade 31	Annual	49,081.50	51,421.50	53,898.00	56,374.50	59,085.00	61,912.50	64,818.
	Bi-weekly	1,887.75	1,977.75	2,073.00	2,168.25	2,272.50	2,381.25	2,493.
	Hourly	25.17	26.37	27.64	28.91	30.30	31.75	33.
Grade 32	Annual	51,421.50	53,898.00	56,374.50	59,085.00	61,912.50	64,818.00	67,918.
	Bi-weekly	1,977.75	2,073.00	2,168.25	2,272.50	2,381.25	2,493.00	2,612.
	Hourly	26.37	27.64	28.91	30.30	31.75	33.24	34.
Grade 33	Annual	53,898.00	56,374.50	59,085.00	61,912.50	64,818.00	67,918.50	71,019.
	Bi-weekly	2,073.00	2,168.25	2,272.50	2,381.25	2,493.00	2,612.25	2,731.
	Hourly	27.64	28.91	30.30	31.75	33.24	34.83	36.
Grade 34	Annual	56,374.50	59,085.00	61,912.50	64,818.00	67,918.50	71,019.00	74,119.
	Bi-weekly	2,168.25	2,272.50	2,381.25	2,493.00	2,612.25	2,731.50	2,850.
	Hourly	28.91	30.30	31.75	33.24	34.83	36.42	38.
Grade 35	Annual	59,085.00	61,912.50	64,818.00	67,918.50	71,019.00	74,119.50	77,220.
	Bi-weekly	2,272.50	2,381.25	2,493.00	2,612.25	2,731.50	2,850.75	2,970.
	Hourly	30.30	31.75	33.24	34.83	36.42	38.01	39.

[<< Previous](#) [Table of Con](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

2002 40 Hour Wage Schedule

Effective December 27, 2002

		Step 01	Step 02	Step 03	Step 04	Step 05	Step 06	Step 07
Grade 1	Annual	16,140.80	16,619.20	17,097.60	17,617.60	18,158.40	18,740.80	19,260.80
	Bi-weekly	620.80	639.20	657.60	677.60	698.40	720.80	740.80
	Hourly	7.76	7.99	8.22	8.47	8.73	9.01	9.26
Grade 2	Annual	16,619.20	17,097.60	17,617.60	18,158.40	18,740.80	19,260.80	19,822.40
	Bi-weekly	639.20	657.60	677.60	698.40	720.80	740.80	762.40
	Hourly	7.99	8.22	8.47	8.73	9.01	9.26	9.53
Grade 3	Annual	17,097.60	17,617.60	18,158.40	18,740.80	19,260.80	19,822.40	20,404.80
	Bi-weekly	657.60	677.60	698.40	720.80	740.80	762.40	784.80
	Hourly	8.22	8.47	8.73	9.01	9.26	9.53	9.81
Grade 4	Annual	17,617.60	18,158.40	18,740.80	19,260.80	19,822.40	20,404.80	21,049.60
	Bi-weekly	677.60	698.40	720.80	740.80	762.40	784.80	809.60
	Hourly	8.47	8.73	9.01	9.26	9.53	9.81	10.12
Grade 5	Annual	18,158.40	18,740.80	19,260.80	19,822.40	20,404.80	21,049.60	22,547.20
	Bi-weekly	698.40	720.80	740.80	762.40	784.80	809.60	867.20
	Hourly	8.73	9.01	9.26	9.53	9.81	10.12	10.84
Grade 6	Annual	18,740.80	19,260.80	19,822.40	20,404.80	21,049.60	22,547.20	23,420.80
	Bi-weekly	720.80	740.80	762.40	784.80	809.60	867.20	900.80
	Hourly	9.01	9.26	9.53	9.81	10.12	10.84	11.26
Grade 7	Annual	19,260.80	19,988.80	20,841.60	21,673.60	22,547.20	23,420.80	24,336.00
	Bi-weekly	740.80	768.80	801.60	833.60	867.20	900.80	936.00
	Hourly	9.26	9.61	10.02	10.42	10.84	11.26	11.70
Grade 8	Annual	19,988.80	20,841.60	21,673.60	22,547.20	23,420.80	24,336.00	25,376.00
	Bi-weekly	768.80	801.60	833.60	867.20	900.80	936.00	976.00

	Hourly	9.61	10.02	10.42	10.84	11.26	11.70	12.20
Grade 9	Annual	20,841.60	21,673.60	22,547.20	23,420.80	24,336.00	25,376.00	26,374.40
	Bi-weekly	801.60	833.60	867.20	900.80	936.00	976.00	1,014.40
	Hourly	10.02	10.42	10.84	11.26	11.70	12.20	12.68
Grade 10	Annual	21,673.60	22,547.20	23,420.80	24,336.00	25,376.00	26,374.40	27,435.20
	Bi-weekly	833.60	867.20	900.80	936.00	976.00	1,014.40	1,055.20
	Hourly	10.42	10.84	11.26	11.70	12.20	12.68	13.19
Grade 11	Annual	22,547.20	23,420.80	24,336.00	25,376.00	26,374.40	27,435.20	28,537.60
	Bi-weekly	867.20	900.80	936.00	976.00	1,014.40	1,055.20	1,097.60
	Hourly	10.84	11.26	11.70	12.20	12.68	13.19	13.72
Grade 12	Annual	23,420.80	24,336.00	25,376.00	26,374.40	27,435.20	28,537.60	29,723.20
	Bi-weekly	900.80	936.00	976.00	1,014.40	1,055.20	1,097.60	1,143.20
	Hourly	11.26	11.70	12.20	12.68	13.19	13.72	14.29
Grade 13	Annual	24,336.00	25,376.00	26,374.40	27,435.20	28,537.60	29,723.20	31,096.00
	Bi-weekly	936.00	976.00	1,014.40	1,055.20	1,097.60	1,143.20	1,196.00
	Hourly	11.70	12.20	12.68	13.19	13.72	14.29	14.95
Grade 14	Annual	25,376.00	26,374.40	27,435.20	28,537.60	29,723.20	31,096.00	32,406.40
	Bi-weekly	976.00	1,014.40	1,055.20	1,097.60	1,143.20	1,196.00	1,246.40
	Hourly	12.20	12.68	13.19	13.72	14.29	14.95	15.58
Grade 15	Annual	26,374.40	27,518.40	28,662.40	29,868.80	31,096.00	32,406.40	33,841.60
	Bi-weekly	1,014.40	1,058.40	1,102.40	1,148.80	1,196.00	1,246.40	1,301.60
	Hourly	12.68	13.23	13.78	14.36	14.95	15.58	16.27
Grade 16	Annual	27,518.40	28,662.40	29,868.80	31,096.00	32,406.40	33,841.60	35,256.00
	Bi-weekly	1,058.40	1,102.40	1,148.80	1,196.00	1,246.40	1,301.60	1,356.00
	Hourly	13.23	13.78	14.36	14.95	15.58	16.27	16.95
Grade 17	Annual	28,662.40	29,868.80	31,096.00	32,406.40	33,841.60	35,256.00	36,816.00
	Bi-weekly	1,102.40	1,148.80	1,196.00	1,246.40	1,301.60	1,356.00	1,416.00
	Hourly	13.78	14.36	14.95	15.58	16.27	16.95	17.70
Grade 18	Annual	29,868.80	31,096.00	32,406.40	33,841.60	35,256.00	36,816.00	38,355.20
	Bi-weekly	1,148.80	1,196.00	1,246.40	1,301.60	1,356.00	1,416.00	1,475.20
	Hourly	14.36	14.95	15.58	16.27	16.95	17.70	18.44
Grade 19	Annual	31,096.00	32,406.40	33,841.60	35,256.00	36,816.00	38,355.20	40,019.20

	Bi-weekly	1,196.00	1,246.40	1,301.60	1,356.00	1,416.00	1,475.20	1,539.20
	Hourly	14.95	15.58	16.27	16.95	17.70	18.44	19.24
Grade 20	Annual	32,406.40	33,841.60	35,256.00	36,816.00	38,355.20	40,019.20	41,724.80
	Bi-weekly	1,246.40	1,301.60	1,356.00	1,416.00	1,475.20	1,539.20	1,604.80
	Hourly	15.58	16.27	16.95	17.70	18.44	19.24	20.06
Grade 21	Annual	33,841.60	35,256.00	36,816.00	38,355.20	40,019.20	41,724.80	43,908.80
	Bi-weekly	1,301.60	1,356.00	1,416.00	1,475.20	1,539.20	1,604.80	1,688.80
	Hourly	16.27	16.95	17.70	18.44	19.24	20.06	21.11
Grade 22	Annual	35,256.00	36,816.00	38,355.20	40,019.20	41,724.80	43,908.80	45,864.00
	Bi-weekly	1,356.00	1,416.00	1,475.20	1,539.20	1,604.80	1,688.80	1,764.00
	Hourly	16.95	17.70	18.44	19.24	20.06	21.11	22.05
Grade 23	Annual	36,816.00	38,438.40	40,185.60	42,016.00	43,908.80	45,864.00	47,923.20
	Bi-weekly	1,416.00	1,478.40	1,545.60	1,616.00	1,688.80	1,764.00	1,843.20
	Hourly	17.70	18.48	19.32	20.20	21.11	22.05	23.04
Grade 24	Annual	38,438.40	40,185.60	42,016.00	43,908.80	45,864.00	47,923.20	50,107.20
	Bi-weekly	1,478.40	1,545.60	1,616.00	1,688.80	1,764.00	1,843.20	1,927.20
	Hourly	18.48	19.32	20.20	21.11	22.05	23.04	24.09
Grade 25	Annual	40,185.60	42,016.00	43,908.80	45,864.00	47,923.20	50,107.20	52,353.60
	Bi-weekly	1,545.60	1,616.00	1,688.80	1,764.00	1,843.20	1,927.20	2,013.60
	Hourly	19.32	20.20	21.11	22.05	23.04	24.09	25.17
Grade 26	Annual	42,016.00	43,908.80	45,864.00	47,923.20	50,107.20	52,353.60	54,724.80
	Bi-weekly	1,616.00	1,688.80	1,764.00	1,843.20	1,927.20	2,013.60	2,104.80
	Hourly	20.20	21.11	22.05	23.04	24.09	25.17	26.31
Grade 27	Annual	43,908.80	45,864.00	47,923.20	50,107.20	52,353.60	54,724.80	57,158.40
	Bi-weekly	1,688.80	1,764.00	1,843.20	1,927.20	2,013.60	2,104.80	2,198.40
	Hourly	21.11	22.05	23.04	24.09	25.17	26.31	27.48
Grade 28	Annual	45,864.00	47,923.20	50,107.20	52,353.60	54,724.80	57,158.40	59,758.40
	Bi-weekly	1,764.00	1,843.20	1,927.20	2,013.60	2,104.80	2,198.40	2,298.40
	Hourly	22.05	23.04	24.09	25.17	26.31	27.48	28.73
Grade 29	Annual	47,923.20	50,107.20	52,353.60	54,724.80	57,158.40	59,758.40	63,024.00
	Bi-weekly	1,843.20	1,927.20	2,013.60	2,104.80	2,198.40	2,298.40	2,424.00
	Hourly	23.04	24.09	25.17	26.31	27.48	28.73	30.30
Grade 30	Annual	50,107.20	52,353.60	54,724.80	57,158.40	59,758.40	63,024.00	66,040.00

Grade 30	Annual	30,107.20	32,333.60	34,724.80	37,198.40	39,758.40	43,024.00	46,040.00
	Bi-weekly	1,927.20	2,013.60	2,104.80	2,198.40	2,298.40	2,424.00	2,540.00
	Hourly	24.09	25.17	26.31	27.48	28.73	30.30	31.75
Grade 31	Annual	52,353.60	54,849.60	57,491.20	60,132.80	63,024.00	66,040.00	69,139.20
	Bi-weekly	2,013.60	2,109.60	2,211.20	2,312.80	2,424.00	2,540.00	2,659.20
	Hourly	25.17	26.37	27.64	28.91	30.30	31.75	33.24
Grade 32	Annual	54,849.60	57,491.20	60,132.80	63,024.00	66,040.00	69,139.20	72,446.40
	Bi-weekly	2,109.60	2,211.20	2,312.80	2,424.00	2,540.00	2,659.20	2,786.40
	Hourly	26.37	27.64	28.91	30.30	31.75	33.24	34.83
Grade 33	Annual	57,491.20	60,132.80	63,024.00	66,040.00	69,139.20	72,446.40	75,753.60
	Bi-weekly	2,211.20	2,312.80	2,424.00	2,540.00	2,659.20	2,786.40	2,913.60
	Hourly	27.64	28.91	30.30	31.75	33.24	34.83	36.42
Grade 34	Annual	60,132.80	63,024.00	66,040.00	69,139.20	72,446.40	75,753.60	79,060.80
	Bi-weekly	2,312.80	2,424.00	2,540.00	2,659.20	2,786.40	2,913.60	3,040.80
	Hourly	28.91	30.30	31.75	33.24	34.83	36.42	38.01
Grade 35	Annual	63,024.00	66,040.00	69,139.20	72,446.40	75,753.60	79,060.80	82,368.00
	Bi-weekly	2,424.00	2,540.00	2,659.20	2,786.40	2,913.60	3,040.80	3,168.00
	Hourly	30.30	31.75	33.24	34.83	36.42	38.01	39.60

[<< Previous](#) [Table of Con](#)

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrativ
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreem

[<< Previous](#) [Table of Conte](#)

Non-Exempt Classifications

Under Review

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Law Enforcement, Non-Standard, and Fire Protection Classifications

Under Review

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)

This page was last updated: 05/29/2002



State of New Hampshire
Department of Administrative Services
DIVISION OF PERSONNEL

2001 - 2003 Collective Bargaining Agreement

[<< Previous](#) [Table of Contents](#)

Schedule of Dental Insurance Benefits

Maximum Benefit: (per individual, per cal. yr.) \$1,000.00

Annual Deductibles: (per individual, per cal. yr.)

Preventive	Type A	\$0.00
Basic	Type B	\$0.00
Major	Type C	\$25.00

Coinurance: (amount paid by Delta Dental)

Preventive	Type A	100%
Basic	Type B	80%
Major	Type C	50%

Orthodontic Services:

Sealants	Not Covered
----------	-------------

[Privacy Statement](#)

[Back to the Division of Personnel Home Page](#)

[Back to the Administrative Services Home Page](#)

[Top of Page](#)