

2009-2011
Collective Bargaining Agreement
SEA, SEIU Local 1984



State of New Hampshire

Note: This supplement is to be used with the 2007-2009 Collective Bargaining Agreement

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Preamble

Add: Nursing, Board of
 Post Secondary Education Commission

3.11.1. Executive Leave. The Employer shall authorize a leave of absence with pay for one (1) employee who is a member of the Association for a two-year period beginning four (4) weeks after written notice by the Association to the Bureau of Employee Relations and said employee's agency.

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

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

9.4. Holidays Worked: When a full-time or regularly scheduled part-time employee works on a calendar holiday, he/she shall receive payment of the holiday at the regular rate and in addition, at the discretion of the Employer, (1) be paid at the rate of time and one half for hours actually worked on the holiday or (2) be given compensatory time off equal to one and one half the number of hours actually worked. A calendar holiday begins after 12:00 a.m. on the actual day of the holiday and ends at midnight on the same day. Only hours worked on the actual calendar holiday are to be compensated as indicated above.

10.3. Application for Use:

- a. The Employer agrees to accept properly executed leave applications within six (6) months of the first day of the period of leave being requested.
- b. The Employer agrees to indicate approval or rejection of the requested leave within one week after receiving a properly executed application for leave.
- c. The parties agree that leave shall be granted at mutually agreeable times and the Employer agrees not to unreasonably deny leave requests.
- d. To the extent possible, every employee will be afforded the opportunity to take two (2) consecutive weeks of accumulated leave at least once per calendar

year. The Employer may direct employees to take at least one full calendar week of annual leave in a calendar year.

- e. The Employer agrees to provide copies of leave requests to the requesting employee.

10.3.2. Civil Leave. An employee shall be granted civil leave without loss of pay or leave under either of the following conditions:

- (1) When performing jury duty; or
- (2) When subpoenaed by a governmental body to appear before a court or administrative tribunal in a matter to which the employee is not a party.

Civil leave shall be granted to an employee on the day(s) the employee is scheduled to work regardless of whether the jury duty or the subpoena obligation and the work hours conflict. Such civil leave shall be granted in an amount equal to the time needed to perform the jury duty or the subpoena obligation, including travel time.

An employee on civil leave shall surrender to the state any fees received for such activity, less mileage reimbursement for use of the employee's own vehicle.

10.12.1. Voluntary Furloughs. The parties agree that each agency covered by this Agreement may establish a voluntary furlough program, which authorizes unit employees whose positions are funded by at least fifty percent (50%) general funds to take furlough day(s), or any portion thereof in whole hour increments, as time off without pay, referred to hereinafter as "furlough". The following provisions shall apply:

- a. Any appointing authority for an agency covered by this Agreement whose unit employees meet the funding source criteria in this provision may establish a voluntary furlough program.
- b. If an agency does establish a voluntary furlough program, then:
 - 1. The appointing authority shall notify all agency employees of the program.
 - 2. Any eligible agency employee may apply to take a furlough by submitting an application using the same form that is used when applying for accrued annual leave.
 - 3. Approval of furloughs shall be at the discretion of the Appointing authority.
 - 4. The appointing authority shall not require or pressure any eligible employee to participate in the program.
 - 5. The appointing authority shall not require any eligible employee to utilize or exhaust any accrued leave prior to requesting a furlough.
 - 6. Payroll expenditures avoided through this program shall be available exclusively to supplant agency personal service lines (personnel costs) to reduce the need for layoffs due to insufficient funding.
 - 7. Unpaid time off pursuant to this provision shall be treated as time worked for

the purposes of calculating overtime compensation eligibility.

8. Other than pay, eligible participating employees shall not forfeit any additional rights or benefits nor shall any eligible participating employee's accrual dates, longevity dates or seniority dates be adjusted as a result of participation in this program.
 9. The Employer shall provide a program activity report quarterly to the State Labor Management Committee.
- c. This provision shall be effective upon contract execution and terminate on June 30, 2011, or as otherwise mutually agreed upon by the parties.

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

Adjutant General, Department of 3
Administrative Services, Department of 2
Agriculture, Department of 1
Banking Department 1
Corrections, Department of 4
State Prison for Men 3
State Prison for Women 3
North Country Correctional Facility 3
Corrections Supervisors 5
Secure Psychiatric Unit 3
Cultural Resources, Department of 1
Education, Department of 4
Employment Security 9
Environmental Services, Department of
Air Resources Division 1
Water Division 2
Waste Management Division 1
Office of the Commissioner 1
Fish and Game, Department of 2
Health and Human Services, Department of 24
Glenciff Home 3
Juvenile Justice Services, Division for 4
New Hampshire Hospital 6
Information Technology, Department of 4
Insurance Department 1
Labor Department 1
Liquor Commission 7
Board of Nursing 1

Racing and Charitable Gaming Commission 1
Postsecondary Education Commission 1
Resources & Economic Development, Department of 3
Revenue Administration, Department. of 1
Safety, Department of 9
Supervisory Unit 2
Sweepstakes Commission 1
Transportation, Department of 13
Treasury 1
Veterans Home 3

13.9. Areas of Interest: The following areas shall be addressed for the purpose of establishing guidelines, implementing programs and/or providing equipment:

- k. Exposure to infectious diseases
- l. Training in Universal Precautions

14.1.2. Investigations: The Steward, when requested by one or a number of employees whom that Steward represents, may investigate the basis for any dispute arising under this Agreement and may, at any stage, assist the employee(s) in seeking resolution of such dispute through the grievance procedure provided herein. A staff representative of the Association may substitute in place of the Steward at the third step (Agency Head) or sooner if the agency is represented by other than the supervisor or intermediate supervisor. The Association may substitute an Association staff person in place of the Steward if the Steward is not available.

14.5.4 Arbitrator: The parties shall agree on the person to be appointed arbitrator from a list of arbitrators provided by the Public Employees Labor Relations Board. The parties shall agree within fourteen days of the receipt of the demand for arbitration by the Labor Management Committee. If agreement cannot be reached within the fourteen days, either party may petition the Public Employees Labor Relations Board for the appointment of an arbitrator.

19.8. Health Insurance:

19.8.1.

g. Utilization of Cost-effective Providers. The Employer shall provide a voluntary employee incentive program that offers taxable cash payments to employees who utilize cost-effective health care providers. The Employer shall consult with the Association regarding the design and implementation of the program. This provision shall take effect on July 1, 2010 and expire on June 30, 2011.

h. Health Promotion. The Employer shall provide a voluntary employee incentive

program that offers taxable cash payments to employees who participate in health promotion activities and programs offered by the Employer. The Employer shall consult with the Association regarding the design and implementation of the program. Nothing herein shall obligate the Employer to any specific level of cash payments. This provision shall take effect on July 1, 2010 and expire on June 30, 2011.

i. Prescription Drugs – The prescription drug plan shall be amended effective October 1, 2010 to include the following:

1. Mandatory Mail Order for Maintenance Drugs after three (3) retail purchases per prescription.
2. Mandatory Generic Substitution with DAW 2 (i.e., the only exception is physician ordered “Dispense as Written”)
3. Mail Order Co Payments - \$1 for each generic medicine/\$20 for each preferred brand name medicine/\$30 for each non-preferred brand name medicine.
4. Exclusive Specialty Pharmacy

j. A Smoking Cessation Program will be established effective October 1, 2010.

k. Coverage shall be provided for dependents through age twenty-six (26) effective January 1, 2011 unless required earlier by federal law.

l. Effective May 1, 2010, employees’ dependents, who are currently enrolled in the health plan and who would otherwise be terminated from the health plan as a result of reaching age nineteen (19) or as a result of ceasing to be a full-time student, may remain enrolled in the plan until they reach age twenty-six (26).

19.8.3. Additional Health Benefit Advisory Committee Duties: The Committee shall develop recommendations for the parties to secure alternative funding and provide for future retiree health expenses as described in NH RSA 21-I: 30.

- a. The committee shall also develop annual recommendations to the Commissioner of Administrative Services for current retiree health plan design changes that ensure the long-term sustainability and provision of the retiree health benefit.
- b. The parties shall jointly support an amendment to RSA 21-I: 30 that states:
21-I: 30 Medical and Surgical Benefits. –
 1. The state shall pay a premium for each state employee and permanent temporary or permanent seasonal employee as defined in RSA 98-A:3 including spouse and minor, fully dependent children, if any, and each retired employee, as defined in paragraph II of this section, and his or her spouse, or retired employee's beneficiary, only if an option was taken at the time of retirement and the employee is not now living, toward group

hospitalization, hospital medical care, surgical care and other medical benefits plan or a self-funded alternative within the limits of the funds appropriated at each legislative session and providing any change in plan or vendor is approved by the fiscal committee of the general court prior to its adoption, or as otherwise provided in a collective bargaining agreement.

Funds appropriated for this purpose shall not be transferred or used for any other purpose.

- c. The parties shall study the feasibility of establishing a tax-sheltered welfare benefit fund to pre-fund retiree health care benefits and report the study's findings no later than November 1, 2010.
- d. The Employer shall make available to the committee such expert advice and assistance as is reasonably necessary to accomplish this duty.

19.10.1. Additional Parking: The Employer agrees to provide funding in the amount of \$40,000.00 in state fiscal year 2011 to fund additional parking for full-time and part-time employees who are assigned to the downtown Concord area and who are not provided with a state-provided parking space for their personal vehicle. This provision shall be administered in accordance the practice established in state fiscal years 2008 and 2009.

19.12.6. Nurse Differential

c. The differentials in effect on July 1, 2009 for full-time and part-time Licensed Practical Nurses and Registered Nurses working at New Hampshire Hospital in a direct care position shall remain in effect for those full-time and part-time Licensed Practical Nurses and Registered Nurses employed at New Hampshire Hospital in a direct care position on February 12, 2010.

19.20. Personnel Classification Advisory Committee: Section deleted and replaced by new 19.20 below (committee issued report as required).

19.20. Rehire or Reinstatement: Whenever a former employee who has been laid off from the bargaining unit is reinstated to or rehired into state service in a bargaining unit position within three (3) years from the date of lay off, that former employee shall be entitled to the rights and benefits afforded a recalled employee pursuant to Per 1101.06 (c), (d) and (e) in effect as October 18, 2006.

20.2. Educational Discount: section deleted.

21.1. Duration: This Agreement as executed by the Parties effective upon its execution and shall remain in full force and effect through June 30, 2011 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, 2010 or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after the receipt of such notice.

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract on the 30 day of June, 2010.

John H. Lynch, Governor
State of New Hampshire

Gary E. Smith, President
State Employees' Assn. of NH, Inc.
SEIU Local 1984

Thomas Manning, Chair
State Negotiating Committee

Diana Lacey, Chair
SEA Negotiating Committee

Sara Willingham
Manager Employer Relations
Administrator

Dennis Kinnan
SEA Contract and Field Operations

State Negotiating Committee

Thomas Burack
Monica Ciolfi
Earl Sweeney

SEA Negotiating Committee

Donna Bourbeau
Phillip Burt
Richard de Seve
Linda Huard
Kristin Locke
John Morin
Mark Myrdek
Jim Nall
Diana Richard
David Rys
Neil Smith
Maria Thyng
Carole Totzkay
Thomas Wainwright