

***COLLECTIVE BARGAINING
AGREEMENT***

between the

STATE OF NEW HAMPSHIRE

and the

**STATE EMPLOYEES' ASSOCIATION
of NEW HAMPSHIRE, INC.,**

Service Employees International Union

Local 1984

**Supervisory Corrections Officers
Sub-Unit Agreement**

June 22, 2018 – June 30, 2019

Article XLVII

Supervisory Corrections Officers

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

The Employer shall replace state-issued items which are damaged or become worn as a result of employment. Wash and wear items may be laundered and pressed at the prison. Other uniform items may be added or replaced as approved annually by the Employer. The Employer shall have the uniform coat (year round weight) dry cleaned once a year.

- 47.2.** A boot allowance in the amount of fifty (\$50) shall be paid out to each full-time permanent uniformed employee each fiscal year.

- 47.3.** The Warden and his/her designee agree to meet with the Chapter president, and the unit Stewards upon request, at a mutually agreeable time.

- 47.4.** Employees who work overtime shall be allowed a thirty (30) minute break within two (2) hours of the shift change.

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

- 47.5.1.** 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 their assigned facility

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

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

47.5.3. In the event that the Lateral Transfer increases the allocated staffing level for that facility, the least senior employee in that classification at that facility may be reassigned at the discretion of the Commissioner or designee.

The affected employee shall be notified in writing of the reassignment at least three (3) weeks prior to the actual effective date of the reassignment, or three (3) months prior to the actual effective date if the transfer is involuntary and is to a location fifty miles or more from assigned Facility.

47.5.4. Specific Performance-Based Reasons - Non Interview

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

Specific Performance-Based Reason - Interview

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

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

47.6. The Department of Corrections shall maintain a Labor Management Committee. The Labor Management Committee shall meet quarterly at mutually agreeable times. The Committee shall be made up of the Commissioner of Corrections, and a number of designees equal to the Association's Department of Corrections Uniformed Supervisors Chapter.


47.7. The Basic work period for all permanent Uniformed Correctional Supervisors Sergeant and above, with due allowance for authorized holidays and leaves of absence with pay, including but not limited to, paid compensatory time off, paid annual leave, paid sick leave, paid bereavement leave, shall consist of eighty (80) hours in a fourteen (14) consecutive day period. Each sub-unit employee shall be required to report ten (10) minutes prior to the scheduled start of the unit employee's shift.

47.8. Notwithstanding Articles 19.2.4 and 19.2.5 of the Master agreement; All permanent Uniformed Correctional Supervisors Sergeant and above, will be moved to the X416 pay scale dated July 1, 2017 from the current X208. Each employee will be placed in the new pay scale at their current step. This article will be executed on the first full pay period


following execution of both this sub-unit agreement for DOC Supervisors as well at the execution of the 2017-2018 SEA Master Agreement.

~end~

IN WITNESS WHEREOF, the Parties hereto by their authorized representatives have executed this contract on June 22, 2018.


Christopher T. Sununu, Governor
State of New Hampshire

6/22/18
Date


Rich Gulla, President
State Employees' Association of NH,
SEIU Local 1984

6/22/18
Date

Matthew Newland, Chair
State Negotiating Committee

James Nall, Chair
SEA Negotiating Committee

Tom Manning,
Assistant Secretary of State

Randy Hunneyman
SEA Negotiator

Mike Wilkey,
Director Compliance and Consumer Services
Department of Insurance

SEA Negotiating Committee

Deborah Pendergast
Dir. Of Fire Standards and Training and EMS

Daniel Brennan
Philip Burt
Corey Dearborn
Alisa Druzba
Heather Fairchild
Linda Huard
Justine Jardine
Leah McKenna
John Morin
David Rys
Elizabeth Thomas

Rich Lavers
Deputy Commissioner
Employment Security