

**COLLECTIVE BARGAINING
AGREEMENT**

NEW HAMPSHIRE JUDICIAL BRANCH

&

**THE STATE EMPLOYEES' ASSOCIATION OF
NH, SEIU LOCAL 1984**

FY 10 – 11 AGREEMENT

**TENTATIVELY AGREED
JANUARY 28, 2010**

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ADMINISTRATIVE LEAVE

- (1) The administrative authority shall authorize use of administrative leave with pay to administrative/exempt employees within the limits specified below.
- (2) Administrative leave shall be available as follows:

<u>Years Completed</u>	<u>Days Allowed Per Year</u>
0 - 5	3 days
5+ - 10	4 days
10+	5 days

- (3) Administrative leave shall:
 - (a) not be included nor considered as annual leave;
 - (b) not be compensated upon termination;
 - (c) not be accrued from year to year; and
 - (d) be applied on a fiscal year basis.
- (4) Eligible employees may substitute unused administrative leave within a fiscal year for previously taken annual leave.

ANNUAL LEAVE

Annual leave shall be accumulated at specific rates per month and accumulated according to the rates shown below. Prior years credit shall be included up to the maximums shown. "Years Completed" shall be computed by adding all court and state service, and a year of service shall be deemed completed at the close of work on the business day prior to an employee's anniversary date. Annual leave shall be cumulative for not more than the maximum days indicated below and shall not lapse. Leave shall be accrued as follows and prorated for part-time employees.

Administrative/Exempt

<u>Years Completed</u>	<u>Time Earned Per Month</u>	<u>Days Per Year/ Maximum Days Allowed</u>
0 - 2	1 1/2 days (11.250 hours)	18 / 24 days

2+ - 8	1 1/2 days (11.250 hours)	18 / 32 days
8+ - 15	1 3/4 days (13.125 hours)	21 / 38 days
15+ - 20	1 3/4 days (13.125 hours)	21 / 44 days
20 Plus	2 days (15.000 hours)	24 / 60 days

Nonadministrative/Nonexempt

Years Completed	Time Earned Per Month	Days Per Year/ Maximum Days Allowed
0 - 2	1 day (7.500 hours)	12 / 24 days
2+ - 8	1 1/4 days (9.375 hours)	15 / 32 days
8+ - 15	1 1/2 days (11.250 hours)	18 / 38 days
15+ - 20	1 3/4 days (13.125 hours)	21 / 44 days
20 Plus	2 days (15.000 hours)	24 / 60 days

Annual Leave Provisions:

(1) An employee may use annual leave only when authorized by the appropriate Administrative Authority or such authority's designee. The administration of annual leave will be conducted in a fair and equitable manner considering seniority and other relevant factors.

(2) Annual leave may be taken when available and approved by the Administrative Authority. To the extent an employee has accumulated annual leave available, all regular full-time employees with more than two years service shall take at least ten (10) days annual leave each calendar year. Payment of annual leave pursuant to the article entitled "Resignation, Abandonment, Departing Employees" shall be limited to a maximum of fifty (50) days.

(3) Requests for annual leave in excess of two consecutive weeks shall be authorized only upon a determination that such absence will not have a detrimental effect on the operation of the court.

(4) For the purpose of utilization, annual leave shall be converted to hours (example: 1 1/4 days equals 9.375 hours).

(5) Employees shall earn annual leave during periods of leave with pay except that leave shall be credited only when the employee returns to work, and leave earned during such periods shall be forfeited if the employee fails to return to work.

(6) Employees shall not earn annual leave during a period of leave of absence without pay, except as otherwise provided in this agreement.

(7) Forfeiture of accrued annual leave as a disciplinary action shall not be authorized.

(8) No regular employee shall lose accrued annual leave when promoted, demoted or transferred provided that there is no break in service. This includes a regular employee who changes from the service of one Administrative Authority to another.

(9) A full-time employee who transfers from one position to another position in the court system during his or her initial probationary period shall be credited with any accrued time toward annual leave earned in the first court and such earned leave time shall be recognized by the receiving court.

(10) If insufficient leave has been accumulated, the employee shall be charged with leave without pay for time away from work.

APPEAL PROCEDURES

(A) Appeal of Adverse Action:

- (1) An appeal of an adverse action shall be in writing and delivered to the Director within fifteen working days of the date of the action. The appeal shall state the basis for the appeal, and shall indicate whether a hearing is desired. If a hearing is not requested, the employee's right to a hearing pursuant to this article is deemed waived. The appeal may be submitted by the employee personally or on his or her behalf by a personal representative.
- (2) Upon receipt of the appeal, the Director shall do one of the following:
 - (a) If a hearing is requested: within ten working days from the day the appeal is received, 1) recommend to the Administrative Judge granting the relief without arranging for a hearing or, 2) begin arrangements for a hearing after notice of the request for a hearing is given to the Administrative Judge;

- (b) If a hearing is not requested: within 20 working days from the day the appeal is received, recommend to the Administrative Judge a decision without a hearing.

The decision of the Administrative Judge with respect to the director's recommendations in subsection A(2)(a) or (b) above shall be final.

(B) Selection of the Appeals Board: The Appeals Board shall be composed of the following members:

- (1) A justice of the New Hampshire court system appointed by the supreme court who shall be chair;
- (2) An individual chosen by the Association ; and
- (3) An individual chosen by the individuals listed in subsection (1) and (2) above. In the event agreement is not reached concerning the appointment of the third member, a list will be requested from the American Arbitration Association in accordance with their rules. An alternate may also be chosen.
- (4) None of the members shall be a member of a bargaining unit represented by the Association.

All travel expenses incurred by members of the board in the course of the board's work shall be paid by the judicial branch.

(C) Procedure:

- (1) The Director shall arrange for the hearing to take place no later than 20 working days from the date notice of the request for a hearing is given to the Administrative Judge.
- (2) The Director shall provide written notice by personal service or by certified mail, return receipt requested, at least ten working days prior to the hearing, including the date, time, and place of the hearing, and a summary of how the hearing shall be conducted under this policy. The appellant shall sign a receipt for this notice and return it immediately to the Director.
- (3) Requests for postponement of the hearing shall be by mutual agreement of both parties.

(D) Conduct of the Hearing:

- (1) The appeals board shall conduct an independent, impartial hearing.

- (2) The jurisdictional burden shall be on the appellant to establish a prima facie case that the imposing official did not follow proper procedure or otherwise have justification for the sanction or that the sanction imposed was not within the authority or discretion of the imposing official. Once jurisdiction is established, the burden is on the appellant to prove his or her case is more probable than not.
- (3) The appellant shall have the right to be present at the hearing, with a representative provided at his or her expense. The appellant shall be in duty status while in attendance at the hearing.
- (4) The Judicial Branch shall have the right to be present at the hearing and be represented by the Attorney General's office if a request is made and consented to under RSA 99-D:2 or its subsequent statutory counterpart or by a court employee with such employee's consent. A court employee providing such representation shall be allowed reasonable time for preparation. Any court employee shall be in duty status while in necessary attendance at the hearing.
- (5) The parties or their representative shall have the right to present evidence, witnesses, and to cross-examine witnesses.
- (6) All testimony shall be under oath or affirmation. For this purpose, the appeals board is authorized to administer the oath or affirmation.
- (7) Witnesses may be presented by the parties if their testimony is considered relevant by the chair of the appeals board or may be requested by the appeals board. Witnesses may not be compelled to appear without a subpoena issued by the chair of the appeals board. No witness may be compelled by subpoena to appear unless, upon timely request, the chair of the appeals board shall determine the witness's testimony will be necessary and relevant.
- (8) The hearing shall be recorded. A party may request a transcript at his or her expense.
- (9) The chair of the appeals board shall decide on the admissibility of evidence at the hearing. The hearing officer shall not apply the rules of evidence strictly, but may exclude witnesses or matters which are irrelevant, immaterial, or unduly repetitious.
- (10) Since all matters before the appeals board are personnel matters, proceedings hereunder shall be private.
- (11) In a case of progressive discipline, the appellant may contest any and all prior discipline that formed the basis of the action being appealed.

(E) Witnesses:

- (1) Witnesses who are court employees shall be in duty status during the time they are participating in a hearing and supervisors shall provide for those employees to be available.
- (2) Witnesses shall remain free from restraint, coercion, or reprisal before, during, and after testimony before an appeals board. Any employee who attempts to influence the testimony of a witness through coercive means shall be subject to discipline through adverse action.

(F) Record of the Hearing: The record of the hearing shall consist of all documents, papers, or other physical objects accepted by the appeals board, as well as the recording of the hearing. Documents, papers, and physical objects which were denied admissibility by the chair of the appeals board shall not be part of the official record of the hearing, but shall be attached to it and identified properly.

(G) Scope of the Appeals Board's Review: The appeals board shall review the personnel action by determining the facts surrounding the adverse action; the procedural and legal justification under the personnel rules and under the standard of fundamental fairness and justice to the grievant; and whether or not the sanction imposed was within the authority and discretion of the imposing official. Management has discretion in applying a sanction under Judicial Branch Rule 30. Before submitting a decision for reversing or modifying the sanction imposed, there must be a finding that:

- (1) The sanction was not legally or procedurally justified under the personnel rules and under the standard of fundamental fairness and justice to the grievant; or
- (2) That management abused its discretion in imposing the sanction.

Absent one or the other of these findings, the appeals board should not substitute its judgment for that of management. It is not the intent of the personnel policies to encourage appeals for the sake of mitigating sanctions. It is, however, the intent of the personnel policies to ensure fair treatment of employees and to provide procedural due process in the adverse action area.

(H) Decision of the Appeals Board:

- (1) The decision of the appeals board shall be submitted to the Director and respective Administrative Judge no later than 20 working days after the end of the hearing.

- (2) The decision shall consist of findings and recommendations relating solely to the adverse action originally commenced and the grounds for appeal initially alleged. The findings shall be based solely on the evidence in the record. The decision shall be consistent with findings.

(l) **Final Decision:** The decision of the appeals board shall be final.

ASSIGNMENT/REASSIGNMENT/RELOCATION

For the purposes of this article only, court monitor/assistant assignments shall be divided into divisions. These divisions shall be designated superior court division; family division; and travel division. For purposes of this article, the court monitor/assistant employed by the probate court shall be considered a part of the travel division. Sections I-V shall apply to court monitor/assistants only.

I. INITIAL ASSIGNMENT

1. Upon hire all court monitor/assistants will be given a designation to a home court and a division.
2. All court monitors/assistants shall maintain their current home court and division assignment except as explicitly provided herein.

II. ASSIGNMENTS WITHIN HOME COURT

1. Court monitors/assistants within the travel division are assigned to a home court. These individuals are hired with the expectation that a substantial portion of their assignments will be in courts other than their home court. These individuals will receive their assignments from the Administrative Judge of the assigning court and/or his/her designee. Court monitors/assistants in the travel division will get their assignments with as much notice as possible.
2. Superior court and family division assignments within the home court are initially at the discretion of the Administrative Judge or designee, subject to the daily direction of the clerk. That discretion may not be exercised in an unreasonable fashion or in contravention of this agreement.

III. ASSIGNMENTS OUTSIDE OF HOME COURT

Court monitor/assistants in the travel division are utilized as the primary individuals for outside home court assignments, including in the family division and the supreme court; however, other court

monitor/assistants may be used for such assignments at the convenience of the court. Convenience of the court shall include, but not be limited to, reduced expenses, compatibility of judicial officer and court monitor/assistant, training on the equipment to be used, and experience in the procedures of the court. In making all outside home court assignments, the Administrative Judge or designee shall consider the distance to be traveled by the court monitor/assistant and any relevant family and other personal issues of the court monitor/assistant being considered for the assignment. All assignments are at the discretion of the Administrative Judge. That discretion may not be exercised in an unreasonable fashion or in contravention of this agreement.

If a court monitor/assistant in the superior court division remains without a regular assignment for more than three months, a court monitor/assistant from the home court in question shall be assigned to the travel division. In the first instance, volunteers from among the court monitor/assistants at that home court shall be sought. If no volunteers come forward, the court monitor/assistant at that home court location with the least seniority shall be assigned to the travel division. If the court monitor/assistant at that home court location with the least seniority does not wish to be assigned to the travel division, that court monitor/assistant may elect to be laid off. Such layoffs will entitle the court monitor/assistant to the benefits of the contract as to layoff. In such layoffs, the court agrees to cite the official reason for the layoff as being %lack of work+ within the facility.

If a home court location needs to increase the number of assigned court monitor/assistants, first preference shall be given to a court monitor/assistant in the travel division who previously worked in that home court location but who was assigned to the travel division in accordance with the terms of the preceding paragraph. Second preference shall be given to court monitor/assistants in the travel division with the most seniority.

IV. REASSIGNMENT/RELOCATION TO NEW HOME COURT

Because reassignments/relocations to a new home court location may result in dramatic changes in a court monitor/assistant's life, reassignments/relocations to new home courts will not be done unless the interest of justice so requires. In the rare occasion when reassignment/relocation is necessary, the judicial branch will provide the court monitor/assistant as much notice as possible. To this end, the judicial branch will strive to give the court monitor/assistant at least 90 days notice of any reassignment/relocation. In the event that the reassignment/relocation will be to a new home court that is more than 50 miles from that court monitor/assistant's current home court, the court

monitor/assistant may elect to be laid off. Such layoffs will entitle the court monitor/assistant to the benefits of the contract as to layoff. In such layoffs, the court agrees to cite the official reason for the layoff as being lack of work within the facility.

V. TRANSFERS INTO FAMILY DIVISION

The provisions of this section are made necessary by the fact that during the term of this contract the judicial branch family division will be implemented in additional counties making it necessary for several court monitor/assistants to transfer into the family division. The intent of these sections is to make those transfers as smooth as possible for all parties. The number of court monitor/assistants needed to transfer into the family division in each affected county will correspond to the number of judicial full time equivalents required to complete the marital casework previously done in the superior court as that county is converted to the family division.

1. If there are the corresponding number of court monitor/assistants performing marital monitor functions that are due to be transferred to the family division, the presumption is that these court monitor/assistants will transfer to the family division.
2. If there are more court monitor/assistants performing marital monitor functions than are due to be transferred to the family division, the court monitor/assistant with the most seniority will have rights of first refusal to transfer to the family division. For this paragraph only, performing marital monitor functions will be defined in two ways. First, it will include those court monitor/assistants who routinely rotate among judicial officers within a court building such that they have marital expertise even if their current rotation assignment does not have them working on marital cases. Second, it will include court monitor/assistants in the court building who have had at least 6 months of marital monitor experience in the past and who were assigned to perform marital monitor functions within the court building in the one year period before the opening day of county's family division, regardless of whether those Court monitor/assistants are currently performing marital monitor functions.
3. In both circumstances in paragraph 2 above, if the court monitor/assistant who is presumed to transfer to the family division does not want to transfer, that person may ask the AOC personnel department to ascertain if there is another court monitor/assistant anywhere in the judicial branch who wants to transfer to the family division. If there is a volunteer from elsewhere in the judicial branch, the family division will accept that volunteer if a) that court monitor/assistant's strengths are compatible with the family division's initiative, and b) the switch of the original court

monitor/assistant who elected not to transfer to the family division into the vacancy that is created when the volunteer transfers to the family division is acceptable to the court in which the vacancy is created. Acceptance of the transfers set forth in this paragraph will not be unreasonably withheld.

4. If there is no reasonably acceptable volunteer, the court monitor/assistant who is presumed to transfer to the family division may elect to be laid off. Such layoffs will entitle the court monitor/assistant to the benefits of the contract as to layoff. In such layoffs, the court agrees to cite the official reason for the layoff as being %ack of work+within the facility.

VI. OTHER EMPLOYEES

1. All other employees shall be assigned a home court which shall be the judicial branch site to which the employee most often reports for work; however, employees may be called upon for temporary or permanent assignments to other courts
2. In making all temporary outside home court assignments, the Administrative Judge or designee shall consider the distance to be traveled by the employee and any relevant family and other personal issues of the employee being considered for the assignment. All assignments are at the discretion of the Administrative Judge. That discretion may not be exercised in an unreasonable fashion or in contravention of this agreement. The Administrative Judge or designee shall give the employee as much notice as possible of any temporary assignment.
3. Because reassignments/relocations to a new home court location may result in dramatic changes in an employee's life, reassignments/relocations to new home courts will not be done unless the interest of justice so requires. In the rare occasion when reassignment/relocation is necessary, the judicial branch will provide the employee as much notice as possible. To this end, the judicial branch will strive to give the employee at least 90 days notice of any reassignment/relocation. In the event that the reassignment/relocation will be to a new home court that is more than 50 miles from that employee's current home court, the employee may elect to be laid off. Such layoffs will entitle the employee to the benefits of the contract as to layoff. In such layoffs, the court agrees to cite the official reason for the layoff as being %ack of work+within the facility.
4. In the event that the reassignment/relocation involves the physical relocation of an employee's home court to a site more than fifteen miles from the prior home court, an employee so reassigned/relocated shall be entitled to four (4) hours of personal leave for every three (3) months that such reassignment/relocation is in effect up to a maximum of two years

from the start of the reassignment/relocation. The following conditions shall apply to the use of such personal leave:

- a.) must be taken in four hour increments;
- b.) may accumulate up to eight hours;
- c.) has no pay-out value;
- d.) must be taken while the employee is reassigned/relocated or within thirty (30) days thereafter; and
- e.) use must be approved by the Administrative Authority, which approval shall not be unreasonably withheld.

This subparagraph shall be retroactive to January 1, 2010.

ASSOCIATION REPRESENTATION

Stewards: The Employer agrees to recognize at least ten (10) Stewards and four (4) alternates duly authorized by the Association. The selection of Stewards shall be equitably allocated among the various trial courts and court locations.

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

Use of Work Time: The Employer shall authorize a reasonable amount of time during the regular working hours without loss of time or pay, to permit the Steward to carry out their responsibilities in accordance with the provisions of this Agreement. The Association agrees that it shall guard against the use of excessive time in handling such responsibilities. Each Steward, before leaving his/her assigned work area to transact appropriate Association business, shall first obtain the consent (which consent shall not be unreasonably withheld) of his/her Administrative Authority; upon entering a work area, other than their own, the Steward shall first advise the appropriate Administrative Authority of his/her presence and specify the name(s) of the employee(s) to be contacted.

Training: The Employer agrees to authorize three (3) days off in the first contract year, without loss of time or pay for up to five (5) Steward(s) to attend an Association training program. At least one of the five stewards must work in either Grafton or Coos Counties and another in either Strafford or Carroll Counties. Thereafter, attendance at Association training programs shall be limited to a total of two (2) Stewards or alternates. The Association shall notify the Employer as soon as possible but not less than twenty (20) work days in advance of such proposed training program.

Incur No Expense: The Employer will not bear any expense, other than with respect to the Steward's time involved during regular duty hours and travel expenses, 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.

Steward/Branch Meetings: Chief Justice of the Superior Court, or Administrative Judge of the District Court, Judicial Branch Family Division, or the Probate Court or their respective designees shall meet with steward(s) upon written notice from the Association, including the purpose of the requested meeting. Such meetings will be held within ten (10) working days from the request date, unless it is mutually agreed to extend the time frame.

Representation of Employees: With the exception of probationary employees, an employee shall be entitled to Association representation at an investigative interview or meeting if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action against him/her. The employee will be given specific notice regarding the matters being investigated prior to the meeting. The Association representative's role at an investigative interview or meeting is to consult with the employee. The Employer is free to insist upon hearing the employee's own account of the matter(s) under investigation. The Parties agree that in all cases the principles of "Weingarten" and "Garrity" and other applicable case law shall be observed. The provisions of this article shall apply to both full and part-time employees.

"Disciplinary action" means action resulting in a written warning, a suspension, a demotion or a dismissal.

ASSOCIATION RIGHTS

Bulletin Boards: The Employer shall furnish reasonable space on bulletin boards in court locations where employees are assigned 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, decisions of the Public Employee Labor Relations Board (PELRB), and judicial decisions affecting public employee labor relations. The Association shall not post any materials that are obscene, defamatory, or impair the operation of the court; or which constitute partisan, political campaign material.

Member and Employee Reports: The Employer agrees to provide payroll deduction information to the Association by electronic mail or other mutually agreed format at least biweekly for the administration of dues deductions and Association programs.

In addition, the Employer shall notify the Association of all newly hired full-time unit employees, the names and business addresses of all regular unit employees, and unit employees who have terminated state service at least monthly by electronic mail, 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 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

Association Business: Full-time employees shall conduct the internal business of the Association during their non-duty hours.

Association chapters may utilize the Employer's messenger service and, to the extent that they do or may exist, electronic mail system(s) for the duration of this Agreement for internal Association business, provided that said mailings are clearly identified as the property of the Association.

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:

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

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

Such approval, if given, will be limited to members of the committee, full and part-time bargaining unit employees, Association staff members, and guests.

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.

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

Administrative Leave: SEA officials shall be allowed a cumulative total of thirty (30) days off per contract year without loss of time or pay for the purpose of attending meetings, conventions or conferences relative to labor relations or 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 Manager of Operations for timely notification to the Employer that the leave has been approved and shall be awarded.

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 60-days notice of the dates for this leave and the names of the elected representatives.

The employer shall approve reasonable preparation time for up to four (4) members of the Association's contract bargaining team.

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.

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

Employee Orientation: Unit orientation programs and/or orientation handbooks shall inform new unit employees that the unit is a bargaining unit represented by the State Employees Association of New Hampshire, Inc. The Employer agrees to distribute informational packets provided by the Association to new unit employees. The Association shall be allowed to make a presentation, consistent with other vendor presentations, at group orientation programs offered by the Employer for unit members. The presentation may be up to one half hour in duration and shall be conducted by an Association staff person or his/her designee. If no group orientation program exists in the unit, the Association staff person shall have access to all new unit employees for up to one half hour at the convenience of the Employer and the new unit employee will be required to attend said meeting.

President's Leave: The Employer shall authorize one leave of absence with pay for each President of the Association. If the Association elects to have the President take the leave of absence with pay, he/she shall do so for a two-year period beginning four (4) weeks after written notice. The Employer may authorize additional leaves of absence beyond the initial leave of absence for a President.

During such leave of absence with pay, the President shall continue to receive and retain all of his/her 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 President shall resume earning leave at the rates 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.

BASIC WORK WEEK

Basic Work Week: The basic workweek for every full-time employee in the judicial branch shall be thirty seven and one half (37 ½) hours per week, except as otherwise provided in this agreement. The parties agree that the court monitor/assistants, court assistant IVs, case managers, family division case managers, and service center coordinators will be considered administrative/exempt employees and will receive all of the compensation benefits of this designation, including, but not limited to those delineated in Rule 45 of the State of New Hampshire, Judicial Branch Personnel Rules (dated March 4, 1996).

Normal Work Day: The normal workday shall consist of 7.5 hours per day with work normally performed between the hours of 7:30 a.m. to 5:00 p.m. Monday through Friday; however, the normal workday may be adjusted as the needs of the court require and as otherwise provided in this agreement. If the needs of the court require extension of the normal work day, the needs of the employee shall be taken into consideration. For nonadministrative/nonexempt employees, overtime, either paid or compensatory time off, shall be provided to the employee for hours worked in excess of 37.5 hours in a week. Eligible employees shall be entitled to overtime at straight time rate for the first 2.5 hours worked over 37.5 hours and at the rate of one and one-half times the hours worked over 40 hours.

Breaks for Court Monitor/Assistants: No reduction shall be made from the basic workday for rest periods of fifteen (15) minutes after approximately 90 to 105 minutes in the courtroom on any keyboard, including digital/Sony note taking, computer/typewriter, and/or mouse, or major fraction thereof. Such rest periods are required and shall be taken in such a manner that the normal delivery of services will not be interrupted. Reasonable rest periods/breaks are not prohibited while court monitor/assistants are assisting in the clerk's office.

Breaks for All Other Employees: The Judicial Branch recognizes that court employees need an occasional break period during the workday and encourages

the respective Administrative Authority to address this need by providing break periods when appropriate. Break periods shall last not more than a total of fifteen minutes in the morning and fifteen minutes in the afternoon. Break periods shall not extend the lunch period or shorten or extend the workday. Break periods are to be taken in such a manner that the normal delivery of services will not be interrupted.

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.

BI-WEEKLY PAY PERIOD

- (A) All employees shall be routinely paid on every other Friday as is the state practice.
- (B) Pay periods shall commence on a Friday and extend 14 days in length through and including the second Thursday after the beginning of the pay period.
- (C) All employees became part of the payroll system by having the state withhold no more than the first two weeks of pay. Compensation shall continue on a biweekly basis based upon hours worked and paid two weeks in arrears, except for employees who became part of the unified court system on January 1, 1984, and are not paid two weeks in arrears.

CONSULTATION and LABOR MANAGEMENT COMMITTEE

Consultation:

Obligation to Meet: The Parties recognize their mutual obligation to meet and confer regarding problems arising out of the employment relationship between the employer and full-time employees.

Matters for Consultation: It is agreed and understood that policies and procedures related to terms or conditions of employment are appropriate matters for consultation between the Parties, providing however, that neither Party waives or relinquishes their right to negotiate mandatory subjects of collective bargaining.

Requests: Either Party in writing, stating the reason for the meeting and the agenda or topic of consultation, shall request a Consultation. Consultation

requests by the Association shall be made to the Director, or his/her designee. Consultation requests by the Employer shall be made to the President of the Association.

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

Attendees: An Association staff member shall represent the bargaining unit alone, or with not more than four (4) 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 Operations at the Administrative Office of the Courts 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.

Labor Management Committee:

Composition: The Parties agree to establish a Labor Management Committee consisting of not more than five (5) representatives for each side. In addition, the chief negotiator or designee from each side may attend the meetings of the Committee.

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

Purpose: The purpose of the Committee shall be to ensure the application, clarification and administration of this Agreement. The Committee may resolve grievances presented to the Committee for review.

COST OF LIVING

COST OF LIVING INCREASES/RAISES AND HEALTH AND DENTAL INSURANCE: In accordance with RSA 490:28, employees shall receive all fringe benefits and salary increases as negotiated by the State Employees Association of New Hampshire and as provided for classified state employees, including health and dental insurance. Salaries for employees during the term of this agreement shall be in accordance with the judicial branch salary matrix effective January 2, 2009, as provided in Appendix A. The health insurance provisions of the State Employees Association of New Hampshire master contract with the State of New Hampshire are attached hereto as Appendix B. Included within Appendix B are appendices E and F of the master contract which detail the health benefits effective January 1, 2009. The meaning and intent of this article is to provide employees with any cost of living adjustments provided to

executive branch employees. The Association acknowledges, without prejudice to any arguments that it may advance, that the judicial branch's obligation to pay any such adjustments requiring additional funds is contingent on the appropriation of such funds to the judicial branch for that purpose.

Employees shall have the right to request reclassification of their position in accordance with Rule 13 of the State of New Hampshire, Judicial Branch Personnel Rules (dated March 4, 1996), except that the time for action on such requests in Rule 13 (D) shall be 120 days for a request involving an individual position and 150 days for a request involving several positions.

The Labor Management Committee shall meet on or before July 1, 2010, prior to the submission of the judicial branch budget, to discuss proposals to provide for a transition from court assistant II to court assistant III.

DEFINITIONS

As used in this collective bargaining agreement, the following terms shall have the following meanings:

A. ADMINISTRATIVE AUTHORITY: For court monitor/assistants, the Administrative Authority shall be defined as follows:

1. The administrative authority shall be the clerk, regional clerk, or register of probate who will have the responsibility for the overall supervision of the court monitor/assistant under his or her direction.

2. When a court monitor/assistant is assigned to a particular courthouse on a regular work basis, the administrative authority shall be the clerk, regional clerk, or register of that courthouse.

3. When a court monitor/assistant is housed in a particular courthouse, but not assigned there on a regular work basis, the overall administrative authority shall be the administrative judge of that level of court or his or her designee; however, the clerk, regional clerk, or register of the courthouse where the court monitor/assistant is assigned to work has the daily administrative responsibility over the court monitor/assistant while assigned to his or her court.

For all employees other than court monitor/assistants, the Administrative Authority shall be the clerk, regional clerk, or register of probate who will have the responsibility for the overall supervision of the employee under his or her direction. Such authority is subject to the supervisory authority of the chief justice of the supreme court and respective administrative judges, supervisory judges, or as limited by statute or rule. The clerk or register of a court shall also

have the responsibility to coordinate the administration of a court and serve as the primary contact between that court and the administrative office of the courts.

B. ADMINISTRATIVE OR EXEMPT EMPLOYEES; Employees who are exempt from wage and hour laws and therefore ineligible for overtime compensation. Within the bargaining units covered by this agreement, the following positions are administrative/exempt: Court Monitor/Assistant; Court Assistant IV; Case Manager; Family Division Case Manager; and Service Center Coordinators.

C. ADMINISTRATIVE JUDGE: Administrative judge means a judge appointed pursuant to Supreme Court Rule 54(2) as the administrative judge for the the district court, the probate court, or the judicial branch family division, as the case may be. For the superior court, the administrative judge shall be the chief justice.

D. CLERK: The use of the term "clerk" shall be deemed to include regional clerks and registers of probate.

E. DIRECTOR: Director means the director of the administrative office of the courts.

F. ESSENTIAL FUNCTION: For court monitor assistants, an in-court monitoring assignment, and for all other employees including court monitor/assistants when not in the courtroom, an assignment reasonably deemed necessary by the clerk to the adequate staffing of a particular court location.

G. HOME COURT: The judicial branch site to which the employee is assigned upon hiring or is permanently assigned thereafter.

H. NONADMINISTRATIVE OR NONEXEMPT EMPLOYEE: Employee who is eligible for overtime compensation under wage and hour laws.

I. SENIORITY: Seniority shall be calculated as the amount of time of state service an employee has to his or her credit. As such, it shall equal the time an employee has to his or her credit for the calculation of longevity compensation and shall specifically include court service rendered before January 1, 1984.

J. TERMINAL PAY: Three (3) days pay for each year or fraction thereof of service by administrative/exempt employees. For employees who transferred to state service on January 1, 1984, terminal pay begins with that transfer.

DISCIPLINARY OR ADVERSE ACTION

The Administrative Office of the Courts shall not discharge or take other disciplinary action-without adherence to the principles of fundamental fairness and justice to the affected employee.

(A) Employee Actions Warranting Disciplinary or Adverse Actions:
Examples of employee actions that may result in disciplinary or adverse actions include, but are not limited to:

- (1) submitting false travel, payroll or purchase vouchers;
- (2) personal use of official vehicles;
- (3) falsifying, destroying, mutilating or altering court documents or records;
- (4) providing false information on any Judicial Branch job application;
- (5) willfully violating the policy against discrimination or sexual harassment;
- (6) accepting loans, free services, goods or favors, including cash, from any business or person seeking favorable or preferential treatment from the court or soliciting favorable or preferential treatment from the court;
- (7) causing loss or damage to court property through willful or grossly negligent action;
- (8) theft occurring on court property;
- (9) insubordination, including failure to follow oral or written directives;
- (10) verbally abusing or physically assaulting any individual on court property or in relation to official duty;
- (11) use of alcohol or drugs, while on duty or otherwise, to the extent that job performance is adversely affected;
- (12) the use, possession, distribution, dispensation, or manufacture of a controlled substance, unless such use, possession, distribution, dispensation, or manufacture is lawful under RSA ch. 318-B or any other state or federal statute regulating controlled substances;
- (13) failure to report in writing to the Administrative Authority and the Administrative Judge within three days any criminal charges and failure to report in writing to the Administrative Authority and the Administrative

Judge within three days any criminal conviction, regardless of whether an appeal is taken;

- (14) engaging in partisan political activity prohibited by law or by court policy;
- (15) conviction of any crime;
- (16) unsatisfactory performance of job responsibilities, including excessive tardiness or absence from work; or
- (17) notwithstanding any of the above, violating employee standards of conduct.

(B) Disciplinary Progression: The Administrative Authority shall be responsible for taking appropriate intermediate steps and initiating adverse action. Employees entrusted with supervisory responsibility shall be required to expeditiously report to the Administrative Authority any matters that require review, discipline and/or adverse action.

(C) Intermediate Disciplinary Steps: In that it is the Administrative Authority's responsibility to use sound judgment and to act promptly and fairly, it is advisable to take lesser disciplinary action where appropriate. Intermediate disciplinary steps include the following:

- (1) **Written or Oral Warning:** Written or oral warnings may be given to the employee by the Administrative Authority upon recommendation by the employee's supervisor or on the Administrative Authority's own initiative. Oral warnings should be noted in a written memorandum. The number of warnings given prior to taking further disciplinary or adverse action depends on the seriousness and/or frequency of the matter or conduct.

It is the Administrative Authority's responsibility to point out the specific nature of the conduct and discuss in detail with the employee the correct action to be followed in the future. This responsibility may be delegated to the employee's immediate supervisor if appropriate.

The judicial branch is not precluded from issuing discipline for conduct, on or off official duty, that adversely affects the integrity of the judicial system.

(2) Written Reprimand:

- (a) If the Administrative Authority feels written or oral warnings have been, are, or would be ineffective or insufficient in view of the nature or seriousness and/or frequency of the conduct, a written reprimand may be prepared.

- (b) Written reprimands must contain a complete description of the misconduct alleged, the supporting factual data, details of the corrective action to be taken by the employee and a time frame in which it should occur, and the consequences if corrective action does not occur. Written reprimands must indicate that unless corrective action is taken the employee will be subject to discharge.
 - (c) The written reprimand shall be signed by both the Administrative Authority and the employee. If the employee refuses to sign, the Administrative Authority shall so indicate on the form. The Administrative Authority, employee, Administrative Judge, and Director shall each receive a copy of the signed written reprimand.
 - (d) Each written reprimand shall expire as a basis of possible discharge three years after its date but shall be kept in the employee's file.
 - (e) The judicial branch is not precluded from issuing discipline for conduct, on or off official duty, that adversely effects the integrity of the judicial system.
- (D) **Adverse Action:** The Administrative Authority is responsible for initiating or taking adverse action against an employee where appropriate and, if appealed, following the appeal procedure. All adverse actions shall be approved by the Administrative Judge who shall consult with the Director before any action is taken. Adverse actions include the following:
- (1) **Suspension:** Suspension is the temporary removal of an employee from a position with or without pay.
 - (a) The decision to suspend an employee with or without pay shall be based on the seriousness and nature of the matter or conduct. The judicial branch is not precluded from issuing discipline for conduct, on or off official duty, that adversely effects the integrity of the judicial system.
 - (b) An employee may be suspended with or without pay pending disposition of a felony or misdemeanor charge or a serious violation as determined in the discretion of the Administrative Judge. At the discretion of the Administrative Judge, an acquittal may result in the reinstatement of all pay denied during the suspension period.
 - (c) Suspension may be appealed through the appeal procedure set out in this contract, but the suspension shall become effective when imposed.
 - (2) **Discharge:** Discharge is the permanent removal of an employee from employment with the judicial branch.

- (a) The judicial branch is not precluded from issuing discipline for conduct, on or off official duty, that adversely effects the integrity of the judicial system.
- (b) Discharge may be appealed through the appeal procedure, but the discharge will become effective when imposed. If the employee successfully appeals the discharge, all pay denied during the period of discharge may be reinstated.
- (E) **Actions By Judges:** Notwithstanding any provision set forth herein, any justice or judge of any court may report or recommend disciplinary actions when they become aware of activities or conduct which justify disciplinary action as set forth under these rules.
- (F) **Judicial Conduct Code:** The court monitor/assistants and employees covered by this agreement who are designated as deputy clerks or deputy registers acknowledge that they are subject to the Code of Judicial Conduct to the extent provided in section E of the Application of the Code of Judicial Conduct in Supreme Court Rule 38. Accordingly, they are subject to the jurisdiction of the Committee on Judicial Conduct. The provisions of this collective bargaining agreement are not intended to limit or enhance that jurisdiction.

DUES CHECK-OFF

Payroll Deduction: The Association shall be entitled to have payroll deductions for membership dues and agency fee payments from its members and non-members.

Written Authorization: The Association shall be entitled to have payroll deductions for membership dues from any new member who indicates in writing that he/she wishes such deductions to be made. The Association shall be entitled to have payroll deductions for agency fee payments from any new employees that indicate in writing that he/she wishes such fee payments to be made.

Dues Change: When Association members vote for a change in Association dues, which necessitates a modification of payroll deductions, and the Association wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the Manager of Operations, Administrative Office of the Courts, together with a written request for the modification in payroll deductions. The certificate shall be signed and sworn to by the Secretary of the Association with Corporate Seal.

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

Maintenance of Membership: Full-time employees who are members of the Association on 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 addressed to:

The State Employees' Association of NH, Inc.
SEIU Local 1984
P.O. Box 3301
Concord, NH 03301-3303

Agency Fee: Any full-time court employee who is a member of a bargaining unit represented by the Association and who is not a member of the Association shall be required to pay a fee to the Association as a condition of employment. The fee shall not exceed an amount that represents a prorated share of actual cost of negotiating and administering this Collective Bargaining Agreement. This fee shall be taken from an employee's wages via an automatic payroll deduction within 30 days of employment or execution of this agreement, whichever occurs first.

DUTIES AND RESPONSIBILITIES

1. The duties and responsibilities of all employees shall be contained in job descriptions which as of the date of execution of this agreement are attached as Appendices as follows:

Superior/Probate Court Monitor/Assistant . Appendix C
Family Division Court Monitor/Assistant . Appendix D
Superior Court Traveler Court Monitor/Assistant . Appendix E
Court Assistant II . Appendix F
Court Assistant III . Appendix G
Court Assistant IV . Appendix H
Courtroom Clerk . Appendix I
Case Manager . Appendix J
Service Center Coordinator . Appendix K
Child Impact Specialist . Appendix L
Family Division Case Manager . Appendix M

2. No employee shall be required to perform any duties not contained within the job descriptions or substantially related to the described job duties.

EMPLOYEE RECORDS AND RIGHTS

Access to Personnel Files: Employees shall be allowed access to their personnel files during normal working hours for inspection and/or copies of documents which will be provided by the Employer. Such inspection shall be made subject to prior arrangement with the Employer.

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

Employment Recommendations: If requested, upon termination employees will be advised of any recommendation for rehire which has been made a part of that employee's record.

Location of Files: Every employee shall be informed as to the existence and location of all personnel files. Personnel file shall be defined as any file kept by a supervisor or custodian of official records which relate directly in any way to an employee's status as an employee.

Pay and Leave Records: All records pertaining to time worked and leave earned and taken shall be maintained and be available for inspection at a designated area.

Disciplinary Investigations: Employees shall be informed, upon a written request, when a disciplinary investigation is complete and of the determination of said investigation.

Changes of Job Specifications: Employees shall be notified in writing of any changes in his/her job specifications and duties upon receipt of said changes from the Administrative Office of the Courts, and/or from directives from the Administrative Judge or any of his/her designated representatives.

Privacy: 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.

GRIEVANCE PROCEDURE

Purpose: The purpose of this Article is to provide a mutually acceptable procedure for adjusting grievances and disputes arising with respect to interpretation or application of any provision of this Agreement and matters of complaint, concern or dissatisfaction to an employee. This grievance procedure may not be used, however, for matters involving discipline and adverse action.

Intentions: It is intended that the procedure provided herein shall facilitate the resolution of any such disputes at the lowest possible level, and the judicial branch and the SEA agree to work together towards this end. Nothing in this article shall be interpreted as preventing or discouraging employees from discussing any disputed matter in an informed and informal manner with the immediate supervisor, the Administrative Judge, or AOC personnel. Such discussions will not, however, interfere with the right to seek resolution of the dispute through the grievance procedure provided herein.

Supervisory/Administrative Authority Responsibility: Supervisors and the Chief Justice of the Superior Court, the Administrative Judge of the District Court and the Family Division, the Administrative Judge of the Probate Court, and AOC and Supreme Court personnel are to make a sincere effort to resolve grievances, and must refrain from making any statement or taking any action that amounts to coercion or intimidation. It is the responsibility of the supervisor and the Chief Justice of the Superior Court, the Administrative Judge of the District Court and the Family Division, the Administrative Judge of the Probate Court, and AOC and Supreme Court personnel to use sound judgment and to act promptly and fairly.

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

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

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

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

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.

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 Chief Justice of the Superior Court or the Administrative Judge of the District Court and the Family Division or the Administrative Judge of the Probate Court or the Director or the Clerk of the Supreme Court and shall be considered a Step II appeal.

A grievance initiated by the Employer against the Association or its members shall be filed directly with the President of the Association and shall be considered a Step II appeal.

Filings: A grievance shall be filed within thirty (30) work days of the time the grievant knew or should have known of the alleged violation.

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

Grievance Procedure - STEP I - Employee and Administrative Authority

The employee and/or his/her Steward shall present the facts pertaining to the dispute to his/her Administrative Authority at the employee's current location. The Administrative Authority shall resolve the dispute at once or notify the employee or his/her representative of the decision in writing within five (5) working days from the day the problem was presented to him/her. Copies of any written decision shall be forwarded to the respective Chief Justice or Administrative Judge and the Director.

Grievance Procedure - STEP II - Employee and the Respective Chief Justice of Superior Court, or Administrative Judge of the District Court and the Family Division, or of the Probate Court or the Director or the Chief Justice of the Supreme Court

If, subsequent to the Administrative Authority's decision, the employee and/or his/her Steward feels further review is justified, notification to that effect and a statement of all the facts pertaining to the problem, specifying the Article(s) and Section(s) which have been allegedly violated shall be made in writing to the respective Chief Justice or Administrative Judge or the Director, as well as the Administrative Authority, within fifteen (15) working days from the day the employee was informed of the Administrative Authority's decision.

The Chief Justice or Administrative Judge or the Director 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.

The Chief Justice or Administrative Judge or the Director shall notify in writing the employee, the Administrative Authority, and the Director of the decision reached within five (5) working days after the meeting.

Grievance Procedure - STEP III – ARBITRATION

If the Association is not satisfied with the decision rendered pursuant to Step II, the Association may file within twenty (20) calendar days following receipt of the Chief Justice's or Administrative Judge's or the Director's written decision, or expiration of the time limit delineated therein, a request for arbitration to the American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be final and binding upon the parties, except as provided herein.

Arbitrator's Powers: The arbitrator shall be limited to interpretation or application of the express terms of this Agreement, and all other complaints filed before him/her. To the extent that a matter is properly before an arbitrator in accordance with this provision, the arbitrator's decision thereon shall be final and binding providing it is not contrary to existing law or regulation nor requires an appropriation of additional funds, in either of which case it will be advisory in nature.

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

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

General Provisions:

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

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

HOLIDAYS

- (A) Regular full-time employees shall be entitled to 12 holidays annually as set forth in an administrative order issued by the New Hampshire Supreme Court. The administrative office of the courts shall consult with the Association prior to the issuance of the holiday schedule.
- (B) An employee shall be compensated for the holiday at the employee's rate of pay in effect at the time of the holiday.
- (C) An eligible employee shall receive holiday pay only if the employee is in pay status (actually working or on approved paid leave) on the regularly scheduled work day prior to and immediately following the holiday.

LAYOFFS

Employee layoffs may become necessary because of a general reduction in work force, a change in the organization, a decline in the workload, insufficient funding, a change in state law, or a change in federal requirements.

An employee who is laid off shall receive the following which shall be paid within thirty (30) days after the effective date of the layoff:

- (1) Compensation for all unused accrued annual leave remaining to his/her credit;
- (2) Compensation for 50% of accumulated sick leave to his/her credit not to exceed sixty (60) days; and
- (3) Compensation for terminal pay for administrative/exempt employees.

In addition, an employee who is laid off, who before the layoff was receiving state-paid medical benefits under the provisions of RSA 21-I:26-36, who is not eligible to retire and receive post-retirement medical benefits under the provisions of RSA 21-I:26-36 or RSA 100-A:52-55, and who is not eligible for employer-paid medical or health care coverage under the plan of any other employer, or as the spouse of a person covered under the plan of any other employer, or under the state plan as the spouse of a state employee, shall continue to receive such state-paid benefits, as if continuing in active employment, for a period not to exceed 3 months after the date of termination of state employment. For the 3-month period, the state shall pay the full costs of continuing medical and health care coverage. This 3-month period shall be included in the calculation of the entitlements required under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) and any amendments

thereto. Following the 3-month period, the state is authorized to make payments as necessary to comply with Title III of the American Recovery and Reinvestment Act of 2009 regarding COBRA continuation coverage.

In the event employee layoffs are initiated, the layoff will be conducted on the basis of seniority, for court monitor/assistants within the affected division as described in the article on assignment/reassignment/relocation, and for all other employees within each judicial branch group, i.e., the Supreme Court and AOC, the Superior Court, the Probate Court, the District Court, and the Family Division. An exception to the seniority rule within each judicial branch group may be made for courts with fewer than three employees. In the event of a layoff, the affected employees shall receive at least 21 days notice.

Any layoffs shall be equitably apportioned among courts, including the family division, and the Administrative Office of the Courts such that each shall maintain approximately equal vacancy rates.

Employees who are laid off shall have a 24-month recall to the classification or lower from which they were laid off. Offers of recall shall be provided to laid-off employees in the reverse seniority order from which their layoffs were based. The judicial branch may rely on its records for the last address of the former employees, and may remove from the recall list any person who does not respond or accept recall to work within ten (10) days after mailing of notification via certified mail. An employee accepting recall to work shall report to work within fifteen (15) days after accepting recall. A copy of such recall notification shall be mailed to the President of the Association for his/her information. Notice of recall shall be sent by certified mail to both the employee and the President of the Association.

No layoffs shall occur during the biennium ending on June 30, 2011, so long as the judicial branch budget reduction during this biennium is \$3.1 million or less. Layoffs may occur in this biennium only if the judicial branch is required to reduce its budget by more than \$3.1 million. In the event layoffs are initiated, the judicial branch agrees to enact an external hiring freeze within positions covered by this agreement such that no external hiring shall occur for bargaining unit positions until all laid-off employees have been offered recall in accordance with the preceding paragraph.

LONGEVITY COMPUTATION AND COMPENSATION

1. Any employee who has completed 10 years of service for the state shall be paid, in addition to the salary to which he/she is entitled by the classification plan, the sum of \$300 annually and an additional \$300 for each additional 5 years of state service. This provision will change as

necessary to reflect the amount provided either in RSA 94:4 or the State Employees Association of New Hampshire and State of New Hampshire Collective Bargaining Agreement.

2. The additional compensation provided by the provisions of this section shall not affect the maximums set by the classification plan and the receipt of said long service payments shall not prohibit the recipient from receiving the yearly increments to which he/she may be otherwise entitled within his/her classification ranges.
3. Unless otherwise directed by administrative payroll protocols, the longevity payment will be included in the first paycheck in December and reflects years of service as of November 30 of that current year.
4. Longevity pay will be included in the payout of a terminating employee provided the terminating employee has worked beyond his or her next anniversary date following November 30.

MANAGEMENT PREROGATIVES AND RIGHTS

1. **Rights Retained:** The judicial branch retains all rights to manage, direct and control its operations in all particulars, subject to the provisions of law, personnel regulations and the provisions of this Agreement, to the extent that they are applicable. These rights shall include but not be limited to:
 - Directing and supervising employees;
 - Appointing, promoting, transferring, assigning, demoting, suspending, and discharging employees;
 - Laying off unnecessary employees due to lack of work, for budgetary reasons, or for other like considerations;
 - Maintaining the efficiency of governmental operations;
 - Determining the means, methods and personnel by which such operations are to be conducted;
 - Taking whatever actions may be necessary to carry out the mission of the judicial branch in situations of emergency, the determination of such situations to be the prerogative of the judicial branch.
2. **"Emergency" Defined:** For purposes of this section "emergency" is defined as any condition or situation out of the ordinary which requires immediate action to avoid danger to life, property, or to prevent losses affecting the judicial branch, the employee or the general public.

MERIT ADVANCEMENT

1. If an employee reaches step six of a particular labor grade and remains at that step for five consecutive years, that employee is eligible for a 5% increase in salary at the conclusion of the fifth year upon the written recommendation of the Administrative Judge or Director, certifying that the employee's performance is satisfactory or better.
2. An employee who has reached step six of a particular labor grade and received a merit advancement of 5% after completing five years satisfactory service at that step is eligible for an additional 5% increase after completing an additional five years of service provided the Administrative Judge or Director again recommends the increase and certifies that the employee's performance is satisfactory or better.
3. All requests shall be filed with the Director.
4. No employee shall receive more than two such increases while serving in the same position.
5. The Labor Management Committee shall meet on or before July 1, 2010, prior to the submission of the judicial branch budget, to discuss proposals to revise the payment of merit advancement.

NOTICES

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, Inc., with offices in Concord, New Hampshire.

Notice to AOC: Whenever written legal notice is required to be given by the Association to the Employer, such notice shall be given to the Director, Administrative Office of the Courts, 2 Charles Doe Drive, Concord, NH.

OTHER LEAVES

(A) Bonus Leave:

- (1) All regular full-time nonadministrative/nonexempt employees will receive one day of bonus leave for each consecutive three-month period during which the eligible employee is not absent due to illness, disability, whether

paid or unpaid, and unpaid leave of absence. The eligible employee will then receive one-third day for each month thereafter within which the same conditions are met. An eligible employee shall not earn bonus days while being paid under workers' compensation. Earned bonus leave must be used during the fiscal year following the fiscal year for which it was earned or it shall lapse.

- (2) Use of sick leave for any purpose, unless otherwise exempted, shall require an eligible employee to complete a new three-month period of employment without the type absence specified in subsection (1) above, in order to receive further bonus leave.
- (3) Utilization of sick leave for bereavement of a death as defined by the provision on sick leave or for dependent leave for up to five (5) days per year shall not be counted against the time accumulation as defined in this rule.
- (4) An eligible employee may use bonus leave only when authorized in advance by the Administrative Authority or such authority's designee on the basis of proper application in writing.
- (5) Bonus leave shall not be used during an eligible employee's probationary period.

(B) Military Leave: An employee of the State of New Hampshire who is a member of any reserve component of the armed forces of the United States shall, upon request, be entitled to not more than 15 days leave of absence with pay in any one training year for the purpose of engaging in military drill, training or other temporary duty, in accordance with RSA ch. 112 or its subsequent statutory counterpart.

(C) Workers' Compensation Leave:

- (1) An employee must meet the stipulations of RSA ch. 281-A or its subsequent statutory counterpart in order to be entitled to workers' compensation. Review, notification, and appeal procedures are pursuant to RSA ch. 281-A or its subsequent statutory counterpart.
- (2) If an employee receives a personal injury as defined in RSA 281-A:2, XI (Supp. 1995) or its subsequent statutory counterpart, in the course of employment, the employee shall report the injury immediately to the Administrative Authority. The Administrative Authority shall notify the Administrative Office of the Courts immediately of the injury.

- (3) If an employee is required to miss work and a decision has not been reached regarding the workers' compensation claim, the employee shall be compensated using accumulated sick and annual leave time.
 - (a) If the workers' compensation claim is awarded, the portion of the sick and annual days equivalent to the workers' compensation award will be restored and credited to the employee's accumulated leave.
 - (b) If the workers' compensation claim is denied, other leave time may be used.
- (4) An employee may choose to supplement workers' compensation with sick or annual leave if accumulated leave is available.
 - (a) The combination of workers' compensation and sick or annual leave benefits shall not exceed the employee's full pay.
 - (b) Compensation made using annual and sick leave benefits are subject to payroll deductions.
- (5) Sick leave and annual leave shall not accumulate to the extent the employee is receiving workers' compensation.
- (6) Receipt of sick or annual leave pay by an employee shall not affect the right to medical benefits, nor shall it affect the right to workers' compensation benefits for permanent disability.

(D) Court Leave:

- (1) A full-time employee who is subpoenaed for other than judicial branch business to appear as a witness before a federal or state grand jury or court, or before a federal or state agency, shall be entitled to leave with pay for the required period. An employee who appears as such on judicial branch business is not considered on leave.
- (2) A full-time employee shall be entitled to leave with pay for serving on a federal or state grand or petit jury.
- (3) Fees received for service as a juror or witness earned during the normal work day, excluding reimbursement for travel, shall be remitted to the employer.
- (4) The employee shall be paid his or her current salary while on court leave. Court leave shall not be a charge against any other accumulated leave as prescribed in these rules.

- (5) Court leave applies only to the time actually served in court and the time required to return to work.

(E) Family and Medical Leave:

- (1) This subsection is intended to comply with the federal Family and Medical Leave Act of 1993, effective August 5, 1993, and regulations promulgated thereto, to the extent they are applicable. Any interpretation of the subsection is intended to be consistent with the act and regulations.
- (2) An employee eligible for Family and Medical Leave pursuant to section (4)(a) below shall be granted family medical leave:
 - (a) because of the birth of a child, and/or to care for that child;
 - (b) if an employee adopts a child or takes a foster child into the employee's home;
 - (c) if the employee must care for a spouse, child or parent who is suffering from a serious health condition;
 - (d) if the employee's own serious health condition makes the employee unable to perform their job.
- (3) An employee may be required at any time to provide verification of a serious health condition, where applicable, from either the attending physician or a neutral party selected from a list of physicians compiled by the Director.
- (4) An employee can take up to 12 weeks of paid or unpaid leave during any rolling 12-month period for the reasons specified in subsection (2) above.
 - (a) An employee shall have been employed for at least one year and for at least 1,250 hours during the year proceeding the start of the leave to qualify for this leave.
 - (b) An employee shall apply accumulated annual leave and sick leave, where applicable, to cover this period of absence. Unpaid leave may be used if all other leave has been exhausted.
 - (c) For an expected birth or adoption, and for planned medical treatment, the employee shall provide the employer with 30 days advance notice.
- (5) The employee shall file with the Administrative Authority a written statement of how accumulated time will be applied. This plan will be

forwarded immediately to the administrative office of the courts for verification of time available for use.

- (6) During the leave, the judicial branch shall continue to pay its share of the health insurance premiums for the employee on family medical leave. If the employee does not return to work, the judicial branch shall recapture from the employee the cost of the health care premiums paid during the leave.
- (7) Following the leave, the employee shall be restored to his or her job or to an equivalent position.
- (8) Leave beyond 60 days, whether paid or unpaid, may be granted by the Administrative Judge after consultation with the Director.

(F) Leave of Absence Without Pay: After consultation with the Director, the Administrative Judge may grant the employee leave without pay for personal reasons for a period not to exceed 12 months, provided that any leave of absence without pay for reasons other than sickness or maternity may not be granted unless justified and until a suitable replacement has been found or adequate coverage has been arranged.

- (1) Medical benefits for employees who have been granted a leave of absence without pay shall be governed by the Medical Benefits Eligibility Rules provided by the Department of Administrative Services.
- (2) Any employee who requests a leave of absence without pay shall be required to utilize all applicable accumulated leave before being granted the leave of absence without pay.
 - (a) If the request for leave without pay is caused by sickness or injury, the employee shall utilize accumulated leave in the following order: sick, annual, and administrative.
 - (b) If the request for leave without pay is not caused by sickness or injury, the employee shall utilize accumulated leave in the following order: annual and administrative.
- (3) No annual leave or sick leave shall be accumulated during a leave of absence without pay.
- (4) Leave of absence without pay is counted as state service for purpose of computing longevity pay.
- (5) Exceptions to the leave of absence policy shall be submitted to the Director for approval.

PERFORMANCE EVALUATION

- (A) A formal written evaluation of each employee shall be completed at least once each year for all employees. This performance evaluation serves two purposes:
- (1) to analyze the employee's performance during the past year, to identify strengths and weaknesses, and to compare such performance to previously set goals; and
 - (2) to establish performance goals for the following year, to determine the steps necessary to achieve them, and to identify the standards on which the employee's job performance will be rated.
- (B) Performance evaluation ratings shall be considered in determining salary increases, promotions, demotions, and dismissals. Probationary evaluations excepted, written annual evaluations shall be completed prior to the employee's anniversary date, in a manner prescribed by the Director.
- (C) The initial rating of each employee shall be made by the employee's immediate supervisor, by the Administrative Authority, or by another qualified person designated by the Administrative Authority. For court monitor/assistants, the performance evaluation shall be conducted in consultation with any or all of the judges or marital masters with whom court monitor/assistant works. The court monitor/assistant's performance evaluation will include a list of judges and marital masters whose input was sought in the development of the evaluation.
- (D) The Administrative Authority shall review each performance evaluation and approve, disapprove or modify each evaluation.
- (E) The employee, and the Administrative Authority or designee, shall sign the evaluation form. The signature of the employee shall indicate only that the person has been informed of the rating and does not signify agreement with the rating.
- (1) Any modifications made after the employee's signature is affixed must be read and initialed by the employee to indicate awareness of the modifications.

- (2) A copy of the entire performance evaluation, including the signature page, shall be forwarded to the administrative office of the courts to be maintained in the employee's personnel file.
- (F) An employee shall receive a written evaluation indicating at least satisfactory performance in order to receive an annual merit pay increase.
- (1) If any employee's evaluation is less than satisfactory, the employee's status and performance shall be reviewed for a period not to exceed 90 calendar days with a written evaluation of performance at the end of each 30-day period.
- (2) At the end of the review period, if the employee's overall job performance is evaluated as at least satisfactory, an annual merit pay increase will be granted at that time prospectively. If at the end of the review period, the overall evaluation continues to be unsatisfactory, the employee may be subject to demotion, termination, or other disciplinary action.
- (G) In addition to the annual evaluation, a written evaluation of an employee's performance may be initiated by the Administrative Authority at any time during the year, or in the case of a court monitor/assistant, by the Administrative Authority in consultation with the court monitor/assistant's closely working judges or masters. The written evaluation shall be provided to the employee if the employee's evaluation is less than satisfactory. The employee's performance may be monitored for a period not to exceed 90 calendar days with a written evaluation of performance at the end of each 30-day period. If at any time after initial notice the employee's performance continues to be unsatisfactory, the employee may be subject to demotion, termination or other disciplinary action.
- (H) If any non-probationary employee suffers an adverse consequence as a result of a performance evaluation, the employee shall be provided a list of those who provided input in the development of the evaluation.

RECOGNITION and UNIT DESCRIPTION

Recognition: The Employer recognizes the Association that shall serve as exclusive representative of all employees in the following bargaining units: a unit consisting of all full-time Court Assistants (Grades II, III, and IV), Courtroom Clerks, Case Managers, Service Center Coordinators, Child Impact Specialists, Family Division Case Managers, Family Division Court Assistant II, and Family Division Court Assistant III and a unit consisting of Court Monitor/Assistants. The Association recognizes the responsibility of representing the interest of all employees in the units without discrimination for the purpose as set forth in this

Agreement. Attached hereto as Appendices N and O are the certifications from the Public Employee Labor Relations Board of the respective bargaining units.

Other Agreements: The Employer shall not enter into any agreements, regarding employment relations matters with any other organization or individual purporting to represent any group of employees in the bargaining units, and shall not furnish any facilities or engage in any type of conduct, which would imply recognition of any group other than the Association as a representative of the employees in the units.

Association: Reference to the "Association" as exclusive representative of the employees, means the state 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 representative 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.

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

REDUCTIONS IN HOURS

The parties agree that the New Hampshire Judicial Branch has agreed with the Governor's office to reduce the Judicial Branch's overall budget by \$3.1 million over the time period of July 1, 2009 through June 30, 2011. The parties agree that this reduction should be achieved with the least amount of negative effect upon the compensation and benefits of judicial employees. The parties agree that any reduction in compensation, benefits or hours of work should be distributed in an equitable fashion.

The parties agree to meet at least quarterly through the Labor-Management Committee to discuss the amount of reductions in hours of work needed to meet the \$3.1 million budget reduction. The Judicial Branch agrees to use means of budget reduction other than reductions in hours of work as much as reasonably possible in meeting the budget reduction. The Association acknowledges the Judicial Branch's determination not to increase the number of vacant positions to meet the budget reduction. The Judicial Branch agrees that any reductions in hours of work will be applied to all nonjudicial employees and that voluntary reduction will be sought from judicial employees.

To the extent that reductions in hours of work are necessary, they shall be accomplished by means of furlough days. The Judicial Branch shall give employees notice of any furlough day at least four weeks in advance. Should furlough days be used to accomplish reductions in hours, the Judicial Branch shall use days, if necessary, from the following list:

- Friday, April 2, 2010 (not connected to holiday)
- Friday, April 30, 2010 (not connected to holiday)
- Friday, May 28, 2010 (Friday before Memorial Day weekend)
- Friday, July 2, 2010 (Friday before July 4th weekend)
- Friday, August 6, 2010 (not connected to holiday)
- Friday, September 3, 2010 (Friday before Labor Day weekend)
- Friday, October 8, 2010 (Friday before Columbus Day weekend)
- Friday, November 12, 2010 (day after Veteran's Day)
- Thursday, December 23, 2010 (day before Christmas weekend)
- Friday, January 14, 2011 (Friday before Martin Luther King Day weekend)
- Friday, February 18, 2011 (Friday before Presidents' Day weekend)
- Friday, March 18, 2011 (not connected to holiday)
- Friday, April 29, 2011 (not connected to holiday)
- Friday, May 27, 2011 (Friday before Memorial Day weekend)

Any additional furlough days needed, beyond those listed above, shall be subject to negotiation between the Judicial Branch and the Association. Any reduction in hours by means of furlough days shall not adversely affect accrual of annual or sick leave or constitute a break in service for any purpose. Paid leave may not be used on a furlough day.

Any employee, who retires after the execution of this agreement at a time when the reductions in hours of work will impact the employee's pension, may utilize, at the employee's sole discretion, sick days to the extent available to replace the number of hours reduced. This election shall be made at time of retirement and applied retroactively by the Judicial Branch. The payment of sick

days pursuant to this section shall be in addition to the number of sick days paid pursuant to the section of this Agreement on payments to retiring employees.

The Judicial Branch agrees that in consideration of furloughs they will not invoke any layoffs during this biennium, except if the New Hampshire Legislature requires that the amount of reduction be increased beyond \$3.1 million dollars in the current biennium. The Judicial Branch will award each employee who participates in the furlough program the following personal time:

- A) 1-3 furlough days . 1 personal day in FY 2012;
- B) 4-6 furlough days . 1 additional personal day in FY 2012;
- C) 7-9 furlough days . 2 personal days in FY 2013;
- D) 10-12 furlough days . 2 additional personal days in FY 2013;
- E) Above 12 furlough days . 1 personal day for each day of furlough, the first four in FY 2014, with any above four alternating between FY 2013 and FY 2014.

All personal days awarded as a result of furlough days shall be used in the fiscal years indicated and have no pay-out value. Employee's whose home court is physically relocated to a site more than fifteen miles from the prior home court may use, at the employee's discretion, up to six (6) personal days awarded as a result of furlough days, after they are earned, in either FY 2010 or FY 2011 instead of in the fiscal years indicated above.

RESIGNATION, ABANDONMENT, DEPARTING EMPLOYEES

A. An employee who wishes to resign shall submit a written letter of resignation to the Administrative Authority at least ten (10) working days prior to the effective date of the resignation. The Administrative Authority shall forward a copy of the resignation letter to the Administrative Judge and to the Director.

B. An employee shall have the right to withdraw a resignation before the effective date only upon the recommendation of the Administrative Authority and the approval of the Administrative Judge. Recommendation of the withdrawal of a resignation by the Administrative Authority shall be immediately conveyed to the Administrative Judge. Approval of the withdrawal by the Administrative Judge shall be conveyed to the Director.

C. An employee shall be deemed to have abandoned employment if absent from work for three consecutive working days without notifying the Administrative Authority of the reason for absence and receiving approval for the leave unless physically or mentally unable to do so. Such a termination shall be administered as a dismissal.

D. The pay computation for an employee who **resigns** from the employ of the New Hampshire Judicial Branch shall be as follows:

- (1) A resigning employee shall be compensated for all unused accrued annual leave remaining to his/her credit up to a maximum of fifty (50) days.
- (2) All unused accrued sick leave shall lapse upon the resignation of an employee.
- (3) A resigning administrative/exempt employee shall be compensated for terminal pay.
- (4) A resigning employee shall be compensated for legal holidays occurring on a workday if he/she is in pay status the workday prior to and the workday following a legal holiday.
- (5) A resigning eligible employee shall be paid bonus leave compensation for days accrued prior to resignation.
- (6) The resigning employee shall be paid all compensation as soon as possible but no later than thirty (30) days from the date of resignation. In the event that any compensation is not paid within this period of time, the judicial branch agrees that the non-payment is neither at the consent nor the fault of the resigning employee. The judicial branch agrees to cooperate in taking those steps necessary to have this compensation included in the "earnable compensation" for calculation of benefits with the New Hampshire Retirement System (See RSA 100-A:1, XVII).

E. The pay computation for an employee who is **dismissed** from the employ of the New Hampshire Judicial Branch shall be as follows:

- (1) A dismissed employee shall be compensated for all unused accrued annual leave remaining to his/her credit up to a maximum of fifty (50) days.
- (2) All unused accrued sick leave days shall lapse upon dismissal of an employee.
- (3) A dismissed administrative/exempt employee shall be compensated for terminal pay.
- (4) A dismissed employee shall be compensated for legal holidays occurring on a workday if he/she is in pay status the workday prior to and the workday following a legal holiday.

- (5) A dismissed eligible employee shall be paid bonus leave compensation for days accrued prior to dismissal.

F. The pay computation for an employee who **retires** from the employ of the New Hampshire Judicial Branch shall be as follows:

- (1) A retiring employee shall be compensated for all unused accrued annual leave remaining to his/her credit up to a maximum of fifty (50) days.
- (2) An employee retiring under the provisions of RSA 100-A, the New Hampshire Retirement System, shall be compensated for 50% of accumulated sick leave at the time of retirement not to exceed 60 days.
- (3) A retiring administrative/exempt employee shall be compensated for terminal pay.
- (4) A retiring employee shall be compensated for legal holidays occurring on a workday if he/she is in pay status the workday prior to and the workday following a legal holiday.
- (5) A retiring eligible employee shall be paid bonus leave compensation for days accrued prior to retirement.
- (6) The retiring employee shall be paid all compensation as soon as possible but no later than ninety (90) days from the date of retirement. In the event that any compensation is not paid within this period of time, the judicial branch agrees that the non-payment is neither at the consent nor the fault of the retiring employee. The judicial branch agrees to cooperate in taking those steps necessary to have this compensation included in the "earnable compensation" for calculation of benefits with the New Hampshire Retirement System (See RSA 100-A:1, XVII).

G. The pay computation for an employee who **dies** while in the employ of the New Hampshire Judicial Branch shall be as follows:

- (1) A sum equal to the unused accrued annual leave remaining to the employee's credit, up to a maximum of fifty (50) days, shall be paid to the employee's estate.
- (2) A sum equal to the unused accrued sick leave remaining to the employee's credit shall be paid to the employee's estate.

- (3) The estate of a deceased administrative/exempt employee shall be compensated for terminal pay.
- (4) An employee's estate shall be compensated for legal holidays occurring on a workday if the employee was in pay status the workday prior to and the workday following a legal holiday.
- (5) An eligible employee's estate shall be paid bonus leave compensation for days accrued prior to the employee's death.

The parties agree to discuss, prior to the beginning of negotiations on a successor collective bargaining agreement, the possibility of payment of the above amounts to a designated beneficiary rather than to the employee's estate.

SEPARABILITY

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.

SICK LEAVE

Administrative/Exempt Employees

One and one-half days (11.250 hours) sick leave shall be earned each month by all regular full-time administrative/exempt employees from the date of their initial employment. Part-time regular administrative/exempt employees shall earn sick leave on a prorated basis.

- (1) Administrative employees will have 20 sick days credited to their accrued sick leave upon employment with the judicial branch.
- (2) The 18 days earned per year plus the 20 days initially credited to administrative/exempt employees may accumulate to a maximum of 120 days for all regular full-time employees.

Nonadministrative/Nonexempt Employees

One and one-quarter days (9.375 hours) sick leave shall be earned each month by all regular full-time nonadministrative/nonexempt employees from the date of

their initial employment. The fifteen days earned per year may accumulate to a maximum of 120 days for all regular full-time employees. Part-time regular nonadministrative/nonexempt employees shall earn sick leave on a prorated basis.

Sick Leave Provisions:

- (1) An employee's sick leave allowance may be utilized upon approval of the Administrative Authority on the basis of proper application in writing.
 - (a) Sick leave absences may be due to illness or disability of the employee, medical and dental appointments with prior approval except when such approval is not practical, illness of an immediate family member requiring the care of the employee, injury, exposure to contagious diseases endangering the health of other employees when requested by the attending physician, or death in the employee's immediate family. Immediate family is defined in section (4) below.
 - (b) Sick leave used shall be deducted from the employee's allowance on the basis of workdays and not calendar days. All sick leave must be reported on the biweekly payroll report and shall be deducted from available accumulated balances.
 - (c) An employee who is unable to report to work due to the reasons stated above and who wishes to utilize sick leave shall make a good faith effort to notify the Administrative Authority of the employee's court as early in the day as possible to report the reason for the absence and the expected date of return to work. If the employee is unable to call, another person should contact the court with the same information.
 - (d) The employee shall continue to advise the Administrative Authority each day of absence unless an extended absence has been indicated and an alternative call schedule has been established. Failure to report to the Administrative Authority may be grounds for disciplinary action.
- (2) Sick leave may be utilized only to the extent that it has been earned.
- (3) For purposes of utilization, sick leave shall be converted to hours (example: 1 1/4 days equals 9.375 hours).
- (4) An employee may use sick leave for a death in the employee's immediate family or such other persons as the Administrative Authority approves. Immediate family is defined as: spouse, same sex domestic partner (until 12/31/10), children, the minor or dependent children of the same sex domestic partner (until 12/31/10), mother-in-law, father-in-law, parents, step-parents, step-children, step-brother, step-sister, foster child, grandparents,

grandchildren, brothers, sisters, legal guardian, daughter-in-law, and son-in-law.

When using sick leave for bereavement leave or dependent leave for up to five (5) days per year, an eligible employee shall not lose credit toward bonus leave.

An employee may use up to five days per year for bereavement leave with authorization as described above. Additional bereavement leave may be granted by the Administrative Authority with approval from the respective Administrative Judge, or the Director if applicable to employees under his or her authority.

- (5) Sick leave taken for the illness of an immediate family member requiring the care of the employee shall not exceed five (5) days per year unless such leave is taken pursuant to the family and medical leave provisions contained in the Other Leaves article. Additional sick leave for the illness of an immediate family member may be granted with approval from the Administrative Judge, or the Director if applicable to employees under his or her authority.
- (6) Employees shall earn sick leave during periods of leave with pay except that leave shall be credited only when the employee returns to work, and leave earned during such periods shall be forfeited if the employee fails to return to work.
- (7) Employees shall not earn sick leave during a period of leave of absence without pay.
- (8) Forfeiture of accrued sick leave as a disciplinary action shall not be authorized.
- (9) No regular employee shall lose accrued sick leave when promoted, demoted or transferred provided that there is no break in service. This includes a regular employee who changes from the service of one Administrative Authority to another.
- (10) A full-time employee who transfers from one position to another position in the judicial branch during an initial probationary period shall be credited with any accrued time toward sick leave earned in the first position and such earned leave shall be recognized by the receiving Administrative Authority on the basis of proper application in writing.
- (11) **Payment:** Upon retirement under the provision of RSA 100-A:5 and RSA 100-A:6 only, or upon eligibility under RSA 100-A:5 but electing to receive a lump sum payment in lieu of an annuity, or upon a layoff, an employee shall

receive payment in a sum equal to 50% of the number of sick leave days remaining to the employees credit. However, the total number of days eligible for payment shall not exceed sixty (60) days.

- (12) All employees are entitled to participate in the NH Judicial Branch Supplemental Sick Leave Plan attached hereto as Appendix P. The parties agree to discuss the Supplemental Sick Leave Plan through the Labor Management Committee prior to the beginning of negotiations on a successor collective bargaining agreement.

TRAINING

INITIAL COURT MONITOR/ASSISTANT TRAINING:

All newly hired court monitor/assistants shall be assigned by the Administrative Judge or designee to an experienced court monitor/assistant for an introductory period of at least five days to train on the in-court aspects of the court monitor/assistant position. Dependent upon workload of the trainer, the newly hired court monitor/assistant may be assigned to more than one experienced court monitor/assistant for training. At the completion of the in-court training, the trainer(s) shall provide a written report of the training provided and an assessment as to whether the new employee has sufficiently gained the expertise necessary to allow the new employee to go into the courtroom alone. Should the new court monitor/assistant not be ready for courtroom duty, the Administrative Judge shall assign additional training. The experienced court monitor/assistant shall train the new employee on all aspects necessary to take the record in the courtroom.

The Administrative Judge or designee shall assign the new court monitor/assistant to a court location or locations for at least five days of case processing training. Upon completion of the case processing training, the clerk of the assigned court(s) shall provide the Administrative Judge with a written assessment of the training and any recommendations for additional training.

The Administrative Judge or designee shall determine the order of the in-court and case processing training segments depending upon the strengths/needs of the new court monitor/assistant and the availability of suitable trainers.

ANNUAL COURT MONITOR/ASSISTANT TRAINING:

Subject to available funds, annual continuing education classes shall be provided to all court monitor/assistants on work skills needed to perform their job sufficiently including, but not limited to, the Judicial Conduct Code.

TRAINING FOR OTHER EMPLOYEES:

The parties agree to discuss the issue of training for other employees through the Labor Management Committee prior to the beginning of negotiations on a successor collective bargaining agreement.

EXPENSE REIMBURSEMENT:

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

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.

TRAVEL/MILEAGE/EXPENSES

1. It is expected that an employee shall report to a home court location at the normal start of the workday and remain at the home court location until the court closes at the normal end of the workday.
2. When an employee is assigned to other than a home court location and that assignment is within 45 minutes of his/her home, the employee must arrive at the assigned court at the normal beginning of the court day, unless such arrival is impossible due to the lateness of the assignment, and must remain at the court location until the court closes at the end of the workday. The time it takes an employee to drive from the employee's home to the assigned court location is computed under normal driving conditions. Exceptions may be made for abnormal driving conditions (snow, construction, paving, traffic demands).
3. If the employee lives farther than 45 minutes away, the employee may arrive at the assigned court location later than the normal court opening time, and may leave the court location prior to the end of the normal workday, subject to paragraph 4 below. The amount of time the employee may arrive later than the normal court starting time and leave earlier than the normal court closing time will correspond to the amount of time in excess of 45 minutes that it takes for the employee to get to the court location in the morning and return home from the court location at the end of the day. The later start time and earlier leaving time must be approved by the clerk in the superior court, the register in the probate court, a regional court administrator in the district court, and a family division administrator in the family division, as the case may be. The superior court clerk, register of probate, regional court administrator in the district court, or family division administrator, as the case may be, shall use his or her best efforts to allow employees, when not doing essential functions, to leave the assigned court

at such time that the employee will arrive home at the employee's normal home arrival time.

4. The above notwithstanding, if the employee is serving an essential function on a particular day as determined by the clerk of court/regional clerk/register of probate, the employee may not arrive late or leave early.

5. In the event an employee travels to a court location away from the employee's home court and such travel time outside the normal seven and a half hour workday exceeds 100 hours in a calendar quarter, the employee shall receive one additional administrative day. Employees shall be responsible for all record keeping pursuant to this paragraph.

6. If an employee is assigned to travel for more than one day away from their home court location, and the cost of mileage reimbursement exceeds the cost of an overnight stay, the employee shall be given the option of staying overnight in the area of the assignment in a facility approved by the judicial branch with the expense of the overnight stay paid by the judicial branch. The judicial branch shall reimburse the costs of meals associated with an overnight stay under the following conditions:

With receipts: Reimbursement for actual meal expenses, including tax and gratuity, shall be paid with the submission of valid receipts, but under no circumstances shall meal expenses in excess of \$45 per day in-state be paid.

Without receipts: Reimbursement for actual meal expenses, including tax and gratuity, shall not exceed the following limits if not accompanied by a valid receipt:

Morning	\$ 8.00
Noon	\$12.00
Evening	\$21.00

Out-of State Travel: When associated with court business outside of New Hampshire, employees may be reimbursed for lodging, meals, and incidentals at rates consistent with the General Services Administration (GSA) Travel Per Diem Rates in effect at the time of travel, without a receipt. GSA per diem rates are available on their website (<http://www.gsa.gov>).

Should the above with receipts or without receipts limits be increased by the State or the judicial branch, the new limits will be substituted.

7. **Mileage/Expenses:** All employees shall be assigned a home court, which shall be the judicial branch site to which the employee most often reports for work, and shall be paid mileage when traveling to their non-home court location. Mileage shall be paid from the home court location, or from the employee's

home, to a non-home court destination, whichever is less. Mileage shall be paid at the rate approved by the Supreme Court. Effective July 1, 2011, mileage shall be paid at the rate paid to executive branch employees. All tolls incurred during travel conducted for court business shall be reimbursed except for any tolls that would have been incurred in commuting from home to the home court location.

8. Employees shall be reimbursed for their travel expenses within twenty-one (21) days of the date the employee submits the expenses to the AOC.

WAIVER

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.

DURATION

Except as otherwise specifically provided herein, this Agreement as executed by the parties is effective as of _____, and shall remain in full force and effect until June 30, 2011, or until such time as a new Agreement is executed.

Renegotiation of this Agreement will be effective by written notice by one party to the other not later than October 15, 2010, or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after receipt of such notice.

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

Donald D. Goodnow, Director
Administrative Office of the Courts

Gary Smith, President
State Employees Association, SEIU
Local 1984, AFL-CIO, CLC

John T. Broderick, Jr., Chief Justice
New Hampshire Supreme Court

Judicial Branch Negotiating Committee

Howard Zibel, Chief Negotiator

Hon. David King
Hon. William Groff
Jeff Smith
Gina Apicelli
Patrick Ryan

SEA Negotiating Committee

John Krupski, Chief Negotiator

Court Monitor/Assistants Unit

Angela Bemis
Joni Bertolami
Julie Findley
Lois Taylor

Court Assistants Unit

Charlene Aldrich
Debra Balcom
Shelley Fee
Anne Fitzpatrick
Melissa Laferriere
Darcy Stearns
Sheri Warburton