

# CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION NO. 633 OF MANCHESTER, NEW HAMPSHIRE

*Affiliated with the*  
International Brotherhood of Teamsters

MAIN OFFICES AND HALL: 53 GOFFSTOWN ROAD, SUITE A — MANCHESTER, NH 03102 — TEL. (603) 625-9731  
MAILING ADDRESS: P.O. BOX 870 — MANCHESTER, NH 03105 — FAX (603) 625-6767

JEFFREY PADELLARO  
Secretary Treasurer

BUSINESS AGENT  
KEVIN FOLEY

BUSINESS AGENT/  
ORGANIZER  
RICHARD J. LAUGHTON

FIELD REPRESENTATIVES  
KEITH JUDGE  
ROGER TRAVERS

## TO ALL MEMBERS OF TEAMSTERS LOCAL 633 EMPLOYED BY NH DOC

April 24, 2018

Dear Sisters & Brothers:

Enclosed you will find two (2) documents for your review. The first multi-page document is entitled **Fact Finder's Report and Recommendation**. This is the report of the fact finder and the basis for his findings and recommendations. As you review the fact finder's report, please be aware that the fact-finding report is **NOT** binding on either party. The disclosure of the report is delayed by law for ten (10) days to allow the parties to attempt to negotiate a settlement which would be acceptable to the parties as a Memorandum of Agreement. The second multi-page document is the **Memorandum of Agreement**. This is the governing document, which you will be voting to accept or reject. As you may see, the Memorandum of Agreement was based upon the fact finder's report, with one exception. The fact finder recommended retro pay; however, as stated above, the fact finder's report is not binding on the parties, and the State would not accept any proposal that included retroactivity. Accordingly, no Union was awarded retro pay.

The agreement includes reclassifying members to the X 416 (Law Enforcement) pay scale, which equates to an approximate 9.1% pay increase effective the first pay period after the agreement has been approved and executed by the parties. By way of comparison, this wage adjustment is more than three (3) times what all other Unions were able to achieve. The agreement also eliminates bonus leave, in favor of adding one (1) additional floating holiday for a total of three (3) floating holidays. Based upon the most recent information available, 68% of our members would benefit by this change as only 32 % of our members receive any bonus leave under the present system.

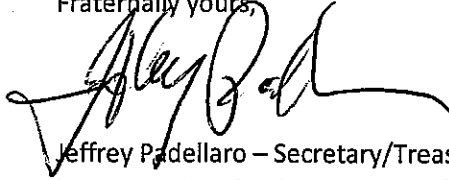
According to the proposals received from the membership, there were two (2) major categories of concern: healthcare and wages. Although members voiced other concerns, the vast majority of the proposals fell into these two categories. Accordingly, your Union negotiating committee recommends that you vote in favor of the enclosed **Memorandum of Agreement**. This type of contractual wage adjustment has not been achieved in years, if ever. We have been successful in protecting your healthcare, which was a major concern as well.

In the next few days, you will receive the necessary materials and instructions so that you may cast your vote by secret ballot. The ballots will be counted at the Local Union office on May 11, 2018.

In the interim, I would like to extend a sincere thank you to the negotiating team members who committed their time and effort with these negotiations. If there are any questions or concerns, please feel free to contact me at the phone number above or via e-mail at: [padellaro@teamsters633.com](mailto:padellaro@teamsters633.com).

With best wishes, I remain

Fraternally yours,

A handwritten signature in black ink, appearing to read 'Jeff Padellaro', written over the typed name.

Jeffrey Padellaro – Secretary/Treasurer  
Teamsters Local Union No. 633 of  
Manchester, N.H.

# Teamsters Tentative Agreement

4/20/2018

## Article VIII HOLIDAYS

- 8.1. **Eligibility:** All full-time and part-time employees shall be entitled to *accrue* all holidays prescribed by law or the chief executive with approval of council, provided the employee is on pay status on the employee's next regularly scheduled work day preceding and subsequent to the holiday, and employees shall be compensated as provided herein for work performed on these days.
- 8.5. **Floating Holidays:** In addition to the authorized days in 9.2. each employee, including each academic employee, shall be authorized ~~two (2)~~ *three (3)* floating holidays of his/her choice per fiscal year.
- 8.5.1. **Accrual:** Employees shall accrue one (1) day on July 1, and one (1) day on *October 1, and one (1) day on* January 1 of each fiscal year.
- 8.5.2. **Usage:** Days accrued under this provision must be requested in whole days, and granted within the fiscal years ~~covered by this Agreement~~ *in which it was earned.*

## Article IX ANNUAL LEAVE

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

Continuous Years Worked	Days accrued per		Maximum Accrual
	Month	Year	
0 thru 1	1	12	12*

2 thru 8	1 ¼	15	32
9 thru 15	1 ½	18	38
16 thru 20	1 ¾	21	44
21 plus	2	24	50

1 1/4 days = 10 hours; 1 1/2 days = 12 hours; and 1 3/4 days = 14 hours.

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

### 9.3. Application for Use:

- a. The Employer agrees to accept properly executed leave applications within six (6) months of the first day of the period of leave being requested.
- b. The Employer agrees to indicate approval or rejection of the requested leave within seven (7) calendar day after receiving a properly executed application for leave.
- c. The parties agree that leave shall be granted at mutually agreeable times and the Employer agrees not to unreasonably deny leave requests.
- d. To the extent possible, every employee will be afforded the opportunity to take two (2) consecutive weeks of accumulated leave at least once per calendar year. The Employer may direct employees to take at least one full calendar week of annual leave in a calendar year.
- e. The Employer agrees to provide copies of leave requests to the requesting employee.
- f. *Nothing contained in this section or under the terms of the application for leave shall be construed as preventing the Employer from granting requested leave without a five (5) day notice.*
- g. *An employee shall be granted leave on an emergency basis due to unforeseen circumstances. Verification of the emergency may be required by the Employer.*

~~9.3.1. Advance Notice: Nothing contained in this section or under the terms of the application for leave shall be construed as preventing the Employer from granting requested leave without a notice; and further provided that an employee shall be granted leave on an emergency basis due to unforeseen circumstances. Verification of the emergency may be required by the Employer.~~

**Article X**  
**SICK LEAVE**

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

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

For all employees, 1 ¼ days equals 10 hours.

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

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

Bonus leave accrued under this provision shall be earned for completed fiscal years only. Proration of bonus leave will occur for any retirement or reduction in force. Bonus leave is accrued in addition to any other maximums provided in this Agreement and shall be administered according to the provisions of 9.3.

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

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

Any employee who retires from State service under the provisions of RSA 100-A or who is laid off from State service and who has unused bonus leave to his/her credit from the preceding fiscal year shall be paid for such unused bonus leave at the time of separation.

Employees may carry forward up to 64 hours of bonus leave to be paid out at the time of separation or retirement at the employee's rate of pay at that time. Any bonus leave in excess of 64 hours must be used within 365 days of the date on which it was accrued or it shall lapse. Any bonus time on the books at the inception of this agreement shall remain to the employees' credit.

*10.1.1.a Article 10.1.1. shall sunset after the fiscal year 2018 accrual.*

*10.1.1.b Bonuse Leave: Any bonus time on the books shall remain to the employees' credit not to exceed 64 hours. An employee may use accrued bonus time in accordance with Article 10.3.*

*10.1.1.c Any employee who retires from State service under the provisions of RSA 100-A or who is laid off from State service and who has unused bonus leave to his/her credit shall be paid for such unused bonus leave at the time of separation.*

**10.1.2 Accounting:** For purpose of utilization, sick leave shall be converted to hours.

**10.2. Allowable Uses:** An employee may ~~may~~ *shall* utilize his/her sick leave allowance for absences due to illness, injury, or exposure to contagious diseases endangering the health of other employees when requested by the attending physician, *Advanced Practice Registered Nurse (APRN) or their clinical representative*, medical and dental appointments with prior approval, or death in the employee's family and shall be deducted from his/her allowance on the basis of work days and not calendar days.

An employee may utilize up to five (5) days of sick leave per fiscal year for the purpose of providing care to an ill or injured family member who is "incapable of self-care" within the meaning of the Family and Medical Leave Act (FMLA), or to accompany such person(s) to healthcare provider visits.

In addition to the five (5) days authorized above, an employee may utilize up to fifteen (15) days of sick leave per fiscal year for the purpose of providing care to an ill or injured family member who has an FMLA-qualified illness or injury and is "incapable of self-care" within the meaning of the FMLA. This leave shall not be counted as part of the employee's FMLA leave entitlement unless the family member is the employee's parent, spouse or child.

## WAGES:

18.2.1. Each Unit Employee shall be paid in accordance with the salary schedules contained in Appendix A.

- a. Notwithstanding any Rule to the contrary, nothing in this Agreement shall prevent the Employer from requesting higher step placements from the Division of Personnel for unit employees who are promoted, demoted or transferred into another position within their own unit or in a different unit.

*(Note: Appendix A currently wage schedule denoted as X208 will be substituted in its place by the wage schedule X416 (law enforcement employees) dated July 1, 2017 effective the first full pay period following execution of a successor Agreement.)*

18.2.2. The Parties agree that there shall be ~~three~~ *an* additional steps added to the salary matrices effective ~~December 28, 2001~~ *the first pay period following January 1, 2019*. Full-time and part-time employees shall be eligible to move to the sixth step after successful completion of two years at the fifth step. An employee shall be eligible to move to the seventh step after successful completion of two years at the sixth step. An employee shall be eligible to move to the eighth step after successful completion of ~~three~~ *two* years at the seventh step. *An employee shall be eligible to move to the ninth step after successful completion of three years at the eighth step.* For the purposes of this section, successful completion means that an employee shall have received satisfactory annual performance evaluations for the period. The waiting periods specified herein shall not apply to, and an increment date shall not be adjusted for, promotions and reallocations resulting in a higher labor grade.

~~18.2.3. All salaries for classified bargaining unit employees shall increase 2.00% effective in the first pay period starting immediately following January 1, 2016 and shall be paid in accordance with the salary schedule contained in Appendix A.~~

~~18.2.4. All salaries for classified bargaining unit employees shall increase 2.00% effective in the first pay period starting immediately following January 1, 2017 and shall be paid in accordance with the salary schedule contained in Appendix A.~~

### 18.8.1

- h. Health Promotion. Effective January 1, 2014, the Employer shall provide a voluntary employee incentive program that offers taxable cash payments not to exceed \$300 per employee per calendar year to employees who participate in health promotion activities and programs offered by the Employer. The Employer shall establish the specifics of the programs

through the Health Benefit Committee. This provision shall expire on June 30, 2015 ~~2019~~ unless mutually agreed otherwise by the parties. All approved vendors contracted with the health plan administrator shall be permitted to provide services on state premises for employees.

- m. A bargaining unit employee who is laid off and who elects to continue on the health plan shall not be required to submit a contribution for coverage for the first three months following lay off if the laid off employee is not eligible to retire and receive post-retirement benefits under RSA 21-I:26-36 or RSA 100-A:52-55, and is not eligible to receive medical or healthcare coverage under another employer, as the spouse of a person covered under the plan of another employer, or the state plan as the spouse of a state employee. This provision shall expire on June 30, 2015 ~~2019~~.

~~18.9.5. Health Insurance Exploratory Committee: The parties agree, in recognition of the ongoing challenge of assessing health insurance options, to establish a Task Force composed of not more than five (5) bargaining unit employees to be appointed by the union and five persons appointed by the Employer. The purpose of the Task Force is to review healthcare options for unit employees to determine the feasibility of having unit employees enroll in a plan outside the State's current health plan offering. The task force will begin meeting as soon as possible, but no later than September 1, 2013. The parties may re-open negotiations to issues related only to healthcare matters.~~

**20.1. Duration:** This Agreement as executed by the Parties is effective ~~October 5, 2015~~ *upon execution* and shall remain in full force and effect through June 30, 2017 ~~2019~~ or until such time as a new Agreement is executed.


**20.2. Renegotiation:** Renegotiation of this Agreement will be effected by written notice by one Party to the other not later than October 18, 2016 ~~2018~~ or earlier by mutual agreement. Negotiations shall commence within fifteen (15) days after the receipt of such notice.

~~20.5.1. Affordable Care Act (ACA) Excise Tax (aka) Cadillac Tax Re-Opening: The Parties recognize that the ACA contains provisions that will impose a Cadillac Tax on health insurance benefits that exceed certain parameters defined in the ACA. The parties further agree that it is in their best interest to act together to totally mitigate the financial impact of such a tax upon the State.~~

~~Therefore, should either party wish to re-open negotiations due to the cost of the Affordable Care Act (ACA), specifically in relation to mitigating the Excise Tax provision, the moving party shall notify the other party in writing of such a request on or before April 1, 2016 and the parties agree to convene within fourteen (14) calendar days of having received such notice.~~



~~If the projection is greater than zero dollars, the parties shall negotiate the means by which the ACA Excise Tax will be mitigated in its entirety by adjusting the health plan. If the parties fail to agree on the means by which to mitigate the ACA Excise Tax by June 1, 2016, the State will notify the Association by July 1, 2016 of the changes the State deems necessary to alleviate the ACA Excise Tax to be effective January 1, 2017. The Association may file for expedited binding arbitration within thirty (30) days of the date the State presents the plan changes to the Association to challenge the reasonableness of State's calculations or plan design changes.~~

TKA  
4/20/18  


**STATE OF NEW HAMPSHIRE  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD  
CASE NO. G-109-14 et al.  
James S. Cooper, Ad hoc  
FACTFINDER**

---

**In the Matter of Factfinding for an Agreement:  
July 1, 2017 to June 30, 2019  
between:**

---

**STATE OF NEW HAMPSHIRE,  
Employer  
-and-  
TEAMSTERS, LOCAL 633,  
Union**

---

**FACTFINDER'S REPORT AND RECOMMENDATION**

I. Introduction

In accordance with New Hampshire RSA 273-A:12 the State of New Hampshire ("State" or "Employer") and the Teamsters, Local 633 ("Teamsters" or "Union") participated in hearings on October 13, 2017, January 16, 2018, January 18, 2018 and January 19, 2018. The State was represented by Matthew Newland as principal spokesperson<sup>1</sup> and the Teamsters were represented by Attorney William Cahill and Business Agent Jeff Padellaro.<sup>2</sup> The parties had full opportunity to present evidence and argument on all issues presented. This Report

---

<sup>1</sup> Mr. Newland was accompanied by Thomas Manning, MJ Shapiro, Richard Lavers, Deborah Pendergast and Michael Wilkey.

<sup>2</sup> These representatives were accompanied by Union leaders George Bigl and Frank Logan.

and Recommendation represents the Factfinder's assessment of evidence and arguments and recommends the following terms and conditions of employment on the issues as a complete and final package of the give and take necessary for maintaining the balance between the State's interest in economy and productivity and the Union's interest in economic fairness and acceptable working conditions. In this Report the issues which could not be resolved across the table in negotiations will be specified and the evidence and argument summarized. My recommendation will follow.

### Issues

1. The Teamsters propose to delete the Wage Schedule as it appears in Appendix A of the Agreement (Wage Schedule denoted as X208) and substitute in its place the July 1, 2017 Wage Schedule X416 (Law Enforcement Employees) effective July 1, 2017.<sup>3</sup> This Wage Schedule would remain in force for two years, the term of the Agreement.

The State rejected the Teamster's proposals and counter proposed the following:

2. Modifying Article VIII, Holidays, by changing §§ 8.5, 8.5.1 and 8.5.2 by adding one floating holiday accruing on October 1<sup>st</sup> each year but requiring that all floating holidays must be used during the fiscal year in which such were earned.
3. Modifying Article IX, Annual Leave, providing for approval of notice of leave with less than five days' notice in as found in §9.3.1. by incorporating same within §9.3.
4. Eliminate Bonus Leave as provided in Article X, Sick Leave, § 10.1.1.

The Teamsters rejected the State's proposal to eliminate bonus leave.

---

<sup>3</sup> The X416 Wage Schedule would increase bargaining unit wages across the board by roughly 9.1%.

**Discussion of evidence and argument with respect to Teamster's Proposal**

**Item #1: Wage proposal substituting Schedule 416 for Schedule 208.**

The Teamster's arguments in this regard stem from the dire condition of the State's Department of Corrections. A 2010-2011 audit of the conditions at the Men's Correctional Facility in Concord, as commissioned by the State, reported that the minimum staffing level at the institution should be 377 correction officers ("CO's"). The State's Department of Corrections set the absolute minimum staffing level for CO's at 275. As of January 2018 the total complement of CO's is 187. The result is that the Department is not just below recommended levels, the Teamsters suggest that it is dangerously below all concepts of safety including safety for the officers, safety for the staff and safety for the community. Because of this shortage, COs, who are subject to forced overtime, are working an average of 12,000 hours of overtime every month. This condition is leaving correction officers exhausted, disillusioned and quitting. Over the past twenty four months, the Department lost six correction officers. This may not seem like a huge number, but it is because in order to replace these officers the State has to recruit, hire and train new COs. This can take a lengthy period of time (at least three or four months, depending on the Police Academy schedule and availability).

The Teamsters argue that the forced overtime is causing undue havoc among the employees including increased anxiety, lack of sleep and unwanted dissension with spouses and children. It has got to stop. The Teamsters argue that the only way the current situation is going to stop is to increase the pay so that COs will stop departing for other jurisdictions such as Massachusetts and Vermont. An increase in the pay scale will also attract more candidates who are seeking a career

in law enforcement but find that the number of available police officer positions is very limited; it will make it less likely that COs will leave and finally it will reward the current COs for the hard work and debilitating home life situations being caused by being required to work an excessive amount of overtime.

The State argues that it has recently retained an outside agency to help with the recruitment and retention of the COs. This includes an advertising campaign along with a signing bonus and a streamlined training program. The State has dedicated \$325,000 recruit and train new COs. This program is just getting off the ground but results will soon flow to the Department. Rather than simply throwing money at the situation, the State would prefer to engage in a more thoughtful and cautious approach to solve the particularly difficult problem of hiring new COs.

The Union responds by pointing out that in December 2017 West Virginia had to engage the National Guard to guard its prisons when there were insufficient numbers of COs to secure the facilities. This situation should scare New Hampshire because the salaries paid in West Virginia were above those in New Hampshire at almost every level of employment. If the Governor called out the New Hampshire National Guard, there would be a collective scream from citizens because it would mean a substantial increase in expense, not to mention the loss of productivity for all those businesses whose employees would be guarding prisoners rather than working at their regular jobs. In addition, the National Guard members are soldiers, not corrections officers, so the nature of the interactions between the citizen soldiers and the prisoners could render the rehabilitative nature of corrections moot. For these reasons the Teamsters seek their proposed increase in wages.

### **Factfinder's Recommendation**

I recommend the State agree to the Union's proposal which amounts to a 9.1% wage increase. The dire situation with respect to the Department of

Corrections cannot wait for an outside agency to devise, implement and fulfill the goals necessary to ameliorate the situation in the State's prison system. Requiring employees to work 12,000 hours of overtime each month is outrageously expensive and creates an onerous work situation which can no longer await a months or year- long solution. It is unclear to me that even with this wage increase, the Department of Corrections will be able to recruit, train and assign sufficient number of corrections officers to significantly reduce the number of overtime hours for another year. Perhaps knowing that the State has initiated this wage increase for the purpose of alleviating an emergency situation will reduce the COs' anxiety over the constant pressure of forced overtime. Surely the increase in salary will provide a sudden rush of elation which will carry the COs through the long period awaiting new recruits.

Unlike the other units within the State, I am convinced that the Corrections Officers should receive this special compensation. The State can well afford to implement this recommendation for the reasons set forth in my Report and Recommendations for the State Employees Association. The State has enjoyed a healthy increase in economic activity which has bolstered the State's coffers. This recommendation will not impinge on the State's ability to pay.

I recognize that this represents a significant departure from what I am recommending with respect to the increase in wages for the State's other bargaining unit. I do not believe that this recommendation should trigger any "me too" clause for the other members of the coalition bargaining. If the State could increase (even on a temporary basis) the salary for nurses by 15% the State should certainly do the same for an even more oppressed and generally ignored segment of State employees. Unlike nurses who take care of sick people, the COs deal with the least favorable members of our society. There is simply no sympathy for convicted felons or support for those who guard them. No legislator is going to

lose a single vote by failing to support the State's correction systems. On the other hand the failure to support the Department of Corrections leaves the State more vulnerable to constant criminal activity and recidivism and never ending expense. The State simply has to swallow its distaste for guarding convicted felons but support those who manage and serve as the guards to keep the rest of the State's citizens safe and help rehabilitate some of the incarcerated. I fully recommend adoption of this proposal with the only change is retroactive pay to the first full pay period in July 2017.

**Discussion of evidence and argument with respect to State Proposals**

**Item #2: Amending Article VIII by adding one floating holiday and requiring all floating holidays be used in the fiscal year earned and**

**Item #4 Eliminating Bonus Leave as provided in Article X, Sick Leave, § 10.1.1..**

The State proposes to eliminate Bonus Leave, as provided in Article XI and in exchange therefore provide employees with a third floating holiday, as listed in Article XI, provided that the employees use the bonus holidays during the fiscal year in which it was earned. The State maintains that only 32% of the employees earn any bonus leave and therefore it has failed as a mechanism for curbing sick leave abuse. The extra floating day and the requirement that all floating holidays be used in the fiscal year earned is a fair negotiating exchange since the extra bonus holiday will be available to all employees rather than the approximately one-third of the workforce that actually take advantage of the benefit.

The Union opposes this provision suggesting that this is just another “take away” and that the employees cannot use sick leave because the Department is so short of help that sick leave is rarely used, even when the employee is indeed ill and should not be at work.

**Factfinder’s Recommendation**

The third floating holiday is a benefit that all employees will enjoy and for two-thirds of the employees they will give up nothing in exchange for the extra day off. There is little doubt that a few employees may take extra sick leave, but by and large employees who preserve and accumulate their sick leave will continue to come to work with their customary regularity. I recommend the State’s proposal.

**Items #3: Language change with no effect on the bargaining unit**

The State’s proposals with respect to minor language changes in Articles IX, §9.3 and §9.3.1 make no substantive changes to the articles, but simply clarify existing obligations.

**Factfinder’s Recommendation**

I recommend these proposed changes to the Agreement.

**Concluding Comments**

Collective bargaining is generally a slow moving, conservative and time-consuming process. It is not designed for radical changes in terms and conditions of employment. But in this case where the evidence is clear and the danger so dramatic and the results so easily foreseen, this process must accelerate change. No agreement is perfect and there will certainly be protests and criticism from the State for this report. My job is to record the facts and provide an opinion based those facts. I certainly urge the State and the Union to take these recommendations as the catalyst for change.

Date: April 18, 2018

James S. Cooper, Factfinder