

Teamsters CBA Changes Document 2019-2021

3.12. *Executive Leave: The Employer shall authorize a leave of absence with pay for one (1) employee who is a member of the Union for up to a two (2) year period beginning four (4) weeks after written notice by the Union to the Bureau of Employee Relations and said employee's agency.*

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

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

7.2.b.1. *Unit employees shall be entitled to two times the regular rate of compensation for any overtime in excess of 16 hours in any given work week. This premium pay shall stay in effect until the criteria referenced in Article 7.3.a. and 7.3.b. have been met.*

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:~~

~~Table~~

~~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.~~

10.2.2. Family: For the purpose of administering Articles 10.2 and 10.2.1, family shall be defined as: Spouse, children, the minor or dependent children of the spouse, 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. ~~This definition may be expanded to include other persons at the discretion of a requesting employee's supervisor on a case by case basis.~~

18.2.3. All salaries for classified bargaining unit employees shall increase 4.00% effective in the first full pay period following the date of execution of this Agreement.

18.2.4. All salaries for classified bargaining unit employees shall increase 4.00% effective in the first full pay period immediately following January 1, 2021.

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

- a. In-State Travel: When associated with necessary overnight stay, employees shall be reimbursed up to the following amounts ~~without a receipt:~~

~~Breakfast — \$8.00~~

~~Lunch — \$12.00~~

~~Dinner — \$21.00~~

~~The Employer shall adjust the above rates in July of each year by adopting the then current travel per diem rates set by the General Services Administration for Merrimack County without a receipt.~~

18.8. Health Insurance:

- i. Prescription Drugs – The prescription drug plan shall include the following:

5. ~~Traditional Generic Step Therapy~~

18.8.4. ~~Short Term Disability Income.~~ ***Protection Leave*** ~~Effective January 1, 2014,~~ the Employer agrees to provide ~~Short Term Disability Income Protection Leave (STD IPL)~~ ***Protection Leave*** (STD IPL) benefits providing replacement income for full-time Employees who through non-occupational Illness or Injury become Totally Disabled and are unable to perform the duties of their occupation. Specific conditions and benefits are in accordance with Appendix H.

- a. The employees Accrued Annual Leave may be used by the employee to offset any reduction of the weekly benefit up to 100% of Weekly Base Earnings.
- b. An employee who is absent under this provision shall continue to have health and dental benefits paid, and shall not have seniority, increment, longevity or leave accrual dates changed. Actual leave accrual will resume on the employee's return to work.

18.8.5. The Employer is authorized to provide additional sick leave to an employee once all benefits approved under Income Protection Leave plan have been exhausted under the following conditions:

- a. *A request for additional sick leave shall be forwarded to the Bureau of Employee Relations by the employee or the Employer stating the reason(s) for the request and the amount of additional sick leave requested.*
- b. *The Bureau of Employee Relations shall request a recommendation from the Employer of the requesting employee/agency. The recommendation shall be made known only to those who will act upon the request.*
- c. *The request and recommendation shall be forwarded to the Labor Management Committee established by Article IV, Section 4.2, who shall approve or deny the request in whole or in part.*
- d. *The response to the request shall be transmitted to the requester by the Bureau of Employee Relations.*
- e. *If the request is approved, the Manager of Employee Relations shall direct the Employer to solicit donations from employees within the requesting employee's agency who wish to contribute unused sick leave up to the amount of the authorization. Contributed sick leave shall not be counted against time accumulations as provided in Article 11.1. If the request is not approved, no further action shall be taken by the parties or by the requesting employee or Employer on that request.*
- f. *No request shall be approved for more than ninety (90) days, although nothing shall prohibit additional requests.*

18.10 Longevity: Any unit employee who has completed ten years of continuous service shall be paid, in addition to his/her normal salary, the sum of \$300-350 annually and an additional \$300-350 for each additional year after five (5) years of continuous service. An employee shall be eligible to receive this payment if his/her anniversary date is on or before December 1. The longevity payment shall be paid in the employee's first paycheck received in December. An employee who retires or terminates prior to December 1, but after his/her anniversary date, which is on or after December 2, will be entitled to the appropriate longevity payment upon retirement or termination.

18.18. Discount at State Recreational Areas: Any Unit full-time Employee *and one (1) guest* shall be entitled to a fifty-percent (50%) discount on the admission price of any state-owned recreational area. *The discount at state-owned campsites is limited to Sunday through Thursday nights.* Employees must abide by the established discount rules and regulations to obtain the discount.

21.1. Hazardous Duty Pay: All Unit Employees of the prisons and Secure Psychiatric Unit who-qualify shall receive hazardous duty pay as prescribed by statute, *or in the total amount of \$30 per week, whichever is greater.*

Appendix F:

~~**Health Education Reimbursement: \$150 per family per calendar year~~

~~**Fitness Equipment Reimbursement: \$200 per employee per calendar year OR Health Club Benefit: \$450 per employee per calendar year*~~

Community Health Education Reimbursement Program (CHERP) and Health Club Reimbursement: Combined annual \$600 Reimbursement per employee per calendar year OR Fitness Equipment Reimbursement of \$200 per employee per calendar year.