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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
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March 20, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to **retroactively** enter into a Memorandum of Understanding (MOU) with the New Hampshire Judicial Branch (NHJB) that authorizes the DAS Division of Personnel (DOP) to provide certain human resource management (HR) support to NHJB in an amount not to exceed $200,033 effective **retroactive** to March 11, 2024 upon approval of the Governor and Council through June 30, 2025. 100% Agency Income.

EXPLANATION

This MOU is **retroactive** because of turnover in the Human Resources Office at the NHJB and the immediate need of the NHJB for the services provided via this MOU to ensure timely processing of various human resource transactions.

The MOU between the DAS and the NHJB, attached, authorizes the DAS Division of Personnel (DOP) to provide certain human resources (HR) management support services to the NHJB. The NHJB has experienced high turnover in its human resources staff and reached out to the DOP regarding the potential for the DOP Human Resources Support Unit (HRSU) to assume oversight of NHJB's human resource functions to provide consistent oversight and management of human resource transactions in compliance with the NHJB Personnel Rules and Collective Bargaining Agreements (CBAs). The DOP, and the HRSU staff, have the expertise to step-in and provide this service for the NHJB.

Under this MOU, NHJB will retain certain human resource functions, such as payroll, as specified in the MOU. The DOP-HRSU will provide an accompanying set of HR support services to the NHJB, including recruitment, hiring, and employee transactions. Two positions from the NHJB will be assigned to staff the HRSU and work under the direction of the HRSU manager. NHJB is responsible for all employee-related costs for these two positions, including training and laptops. DOP will provide furniture, space, and peripheral office needs.

In addition to dedicating two staff to the HRSU, the NHJB will pay $12,812 per month (prorated) to DOP, or $46,289 through June 30, 2024, and $153,744 in FY 2025. No changes are required in FY 2024 for the HRSU budget in response to this new MOU (the FY 2024 budget for the HRSU is sufficient to cover the change). A separate request addressed to the Governor and Executive Council and Joint Legislative Fiscal Committee will follow to accept and expend additional funds in FY 2025 as needed.

The Department of Administrative Services requests approval of this request.

Respectfully submitted,

Charles M. Arlinghaus, Commissioner
Department of Administrative Services

MEMORANDUM OF UNDERSTANDING

A. AGREEMENT

This Memorandum of Understanding (MOU) between the NH Judicial Branch (NHJB), by the Administrative Office of the Courts (AOC), and the NH Department of Administrative Services (DAS) (collectively referred to as the "Parties") sets forth the terms and conditions for provision of certain human resource support services for the NHJB by staff within the Human Resources Support Unit (HRSU) in the State of New Hampshire, DAS' Division of Personnel (DOP). In exchange for such services, the NHJB will pay $12,812 per month, for a maximum not to exceed $200,033 for the duration of this agreement.

B. STAFF AND SUPERVISION

1. DAS is responsible for ensuring that the HRSU is adequately staffed to provide satisfactory human resources support services to AOC, as well as all other agencies served by the HRSU. To support adequate staffing, two full-time AOC positions will be assigned to the HRSU and funded by NHJB.

2. DOP will provide supervisory and management level human resources staff within the HRSU with appropriate knowledge and experience to service the NHJB and perform the necessary human resource functions as outlined in this MOU.

3. DOP will coordinate with the AOC in hiring and supervising the AOC employees assigned to the HRSU.
    a. Two supporting AOC human resource positions will be assigned to the HRSU and function under the day-to-day direction of HRSU management in a manner consistent with the NHJB Personnel Rules (Rules), under the oversight of the NHJB Director, including seeking NHJB Director and Administrative Authority as required by the Rules. Consistent with the AOC positions' job descriptions, HRSU managers will assign and approve day-to-day work tasks subject to oversight by the NHJB Director as Administrative Authority and assign training subject to approval by the Director for the AOC positions. The NHJB Director will approve leave requests and approve timesheets for AOC employees assigned to HRSU. These positions will be responsible for supporting Judicial Branch human resource functions. The NHJB will pay for any recommended and NHJB Director approved for-fee training for Judicial Branch funded positions. These AOC positions funded by the NHJB include the following:
        - Position one, Human Resource Specialist II LG 22 (currently $43,056 - $63,122 (plus benefits)
        - Position two, Human Resource Specialist III LG 28 (currently $50,895 - $72,930 (plus benefits).
    b. In addition, an AOC HR and Payroll Coordinator (or similar title) will be made available to work with the HRSU and NHJB employees assigned to the HRSU

two days per week and will support coordination between the NHJB Director, the HRSU, and the AOC Accounting and Payroll manager.

4. If the NHJB positions identified in Provision B.3.a are filled at the execution of this MOU, the current employee will retain the position and their primary work location will change to the location of the HRSU (currently located at DOP's offices) except to the extent the incumbent is already approved for partial remote work by the NHJB Director. The positions in provision B.3. above, funded by and supporting the NHJB, may have their time split between Judicial Branch offices and the HRSU offices, as well as a remote work option, as appropriate and agreed to by the NHJB Director and DOP Director.

C. SCOPE OF WORK

1. The HRSU will provide prompt and appropriate human resources support services and NHJB HR staff oversight for the NHJB. The NHJB may continue to have additional HR positions at NHJB and will continue to perform payroll and timesheets.

2. HRSU is performing HR services at the request of and on behalf of the NHJB. In the performance thereof, the NHJB work performed by the HRSU shall be subject to the direction of the NHJB Director and the NHJB Personnel Rules and CBAs shall apply. NHJB employee information shall be used by DOP/HRSU solely for purposes of providing HR support services to the NHJB and shall be kept strictly confidential. Access to such information shall be limited to DOP/HRSU personnel providing HR services to the NHJB and those at the DOP providing oversight over such personnel.

3. The NHJB Director or designee will be the single upper-level liaison to resolve any questions or issues that arise. HRSU will contact the NHJB Director promptly regarding any concerns, significant issues, or material questions that arise. The HRSU managers will collaborate with the NHJB Director to establish a standard process to manage submission of HR requests from Judicial Branch staff and processes for coordination of NHJB HR services.

4. The NHJB HR email inbox will continue to be used as the primary point of contact for all NHJB employee HR requests and communications.

   HRSU staff will provide to the NHJB the support services identified in Attachment A, which is part of this MOU.

5. DOP will provide AOC employees assigned to HRSU or working out of HRSU access to WiFi and printers and other technology necessary to perform their work at the HRSU location. The Parties will collaborate on the technology necessary for AOC employees to accomplish their work at HRSU. DOP will provide suitable working stations for AOC employees assigned to the HRSU. The AOC employees will bring their NHJB computers

to work on at HRSU but may use currently available monitors, docking stations, and other equipment located at the assigned HRSU workstations. Replacement equipment is the responsibility of the NHJB. Any AOC employee assigned to the HRSU on a full-time basis shall be given a dedicated workstation. The AOC will also provide its ID card equipment for use in creating NHJB ID cards at HRSU.

6. The DOP Director and the NHJB Director will work to resolve any issues regarding allocation of responsibilities between the NHJB and the HRSU under this MOU.

D. PAYMENT FOR SERVICES

In exchange for such services, NHJB will pay DAS $12,812 per month for each month services are provided to AOC. For the partial month of services provided during March, 2024, the NHJB shall pay $7,853.

1. Except as provided otherwise herein, NHJB is responsible for all employee-related costs for the NHJB positions assigned to the HRSU including salary, benefits, computer and telephone equipment, software licenses, and any for-fee training.

2. DAS-DOP is responsible for all employee-related costs for DOP funded HRSU staff including salary, benefits, computer and telephone equipment, software licenses, and training.

3. DAS-DOP will provide office space, appropriate furniture for the space, access to printer/copiers, office supplies, and any peripheral office needs of all staff working within the HRSU, including the NHJB positions.

E. EVALUATION AND QUALITY ASSURANCE

1. Human resource support services provided under this MOU must be performed in a manner that is satisfactory to the NHJB Director and compliant with Federal, State, and local laws and regulations and the applicable NHJB Personnel Rules and CBAs. If the NHJB Director determines that services provided are not satisfactory, they will first attempt to resolve the issue with the DOP HRSU Manager and Administrator. If those efforts are not successful, the concern shall be brought to the attention of the DOP Director. DOP senior management will take appropriate action to address any concern.

2. The DOP HRSU Manager will evaluate the performance of NHJB staff assigned to the HRSU herein and provide a draft proposed evaluation, including goals, to the NHJB Director, who may add additional feedback from NHJB. Final evaluations are subject to NHJB Director approval and execution as the Administrative Authority, pursuant to the NHJB Personnel Rules. DAS will coordinate with the NHJB Director regarding any performance concerns of AOC employees working with HRSU, Performance-

Improvement-Plan (PIP) implementation, and recommended disciplinary action, including termination, as needed.

3. In evaluating HRSU staff, the HRSU supervisor will solicit input from other DOP personnel as well as from those agencies served by the HRSU, including the NHJB.

F. MISCELLANEOUS

1. The entire understanding between the parties is compiled in the MOU. Neither party may further modify or amend the terms of this MOU except by written instrument signed by both parties.

2. Neither this MOU, nor any rights, duties, nor obligations described herein, shall be assigned by either party without the prior written consent of the other party. The agreement shall be construed under the laws of the state of New Hampshire.

G. DURATION

This Agreement is effective March 11, 2024 upon signature of both parties, and approval by Governor and Council, and shall continue through June 30, 2025, unless otherwise terminated as set forth herein, subject to continued availability of sufficient funds.

HRSU will initially provide HR services and support to the NHJB for a period of 3 months. The Parties will evaluate and determine whether to continue the services. Thirty days notice shall be provided if it is determined that services will not continue, unless a shorter period is mutually agreed or funding is no longer available.

H. TERMINATION

Either party can terminate this MOU with 30 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the MOU, the Judicial Branch will resume responsibility for any and all required human resources management functions. In addition, the Judicial Branch will no longer be obligated to pay the HRSU service fee beginning immediately following the effective date of the termination of this agreement.

I. SIGNATORIES

Dianne Martin

Dianne Martin, Director
NH Judicial Branch

March 11, 2024
Date

Charles M. Arlinghaus, Commissioner
Department of Administrative Services

3/27/24
Date

Approved by the Attorney General this 28 day of March, 2024, as to form, substance, and execution.

OFFICE of the ATTORNEY GENERAL

Signature

Duncan A. Edgar, Assistant Attorney General

Printed Name and Title

ATTACHMENT A

The following services will be provided under the direction and oversight of the NHJB Director consistent with applicable state and federal laws, rules, and regulations and the NHJB Personnel Rules and Collective Bargaining Agreements (CBAs):

- Prepare and post job postings following receipt of an approved Employment Authorization form. Update job descriptions as approved by the Director prior to posting.
- Create new positions approved by the Director, including keying position information, auditing, and approval.
- Review and approve NHFirst transactions.
- Prepare and transmit offer and regret letters.
- Timely performing background checks for all new hires and Supreme Court appointees, and for existing employees upon request by the Director.
- Prepare and enter employee and position transactions in compliance with applicable NHJB Personnel Rules and CBAs.
- Update and maintain the Judicial Branch's electronic personnel files. The hard files will remain housed at NHJB. An NHJB HR staff person assigned to HRSU will transport paper files to NHJB weekly and update any paper files.
- Requisitions disposition.
- Schedule and provide onboarding appointments and paperwork.
- Handle the onboarding process and paperwork.
- Enroll employees in employee self-service.
- New hire work units.
- I-9/e-verify.
- Computer access – this task will be performed by NHJB employees at HRSU.
- ID cards – using NHJB provided equipment.
- PA52.
- PT Increments.
- Increments.
- Wellness emails (selected by the Director).
- Leave in collaboration with NHJB Accounting and Payroll
- FMLA determinations.
- FMLA/IPP.
- FMLA bucket.
- Leave of Absence.
- Workers Compensation.

- ADA determinations.
- Performance Evaluations.
- Administrative and non-exempt employees.
- Longevity service review and determination.
- Payans
- W-4
- Direct Deposit
- LWOPS
- Address Changes
- Promotion/Transfers/Demotions
- Benefits/FSA/Life Enrollment – initial and open enrollment
- Access removal notifications
- Employee relations
- Filing
- Process terminations
- Work with Accounting and Payroll to calculate term payouts.
- Process retirements and provide related information to employees.
- Research and resolve system errors and problems to ensure proper processing of transactions affecting employment status and pay for employees.
- Audit, and assist when needed, timecard submission and payroll processing.
- Conduct job reclassification desk audits as requested by the NHJB Director and draft notice letters related to approved reclassifications.
- Advise on and draft reclassification draft reports and coordinate their review with the NHJB Director.
- Revise job descriptions as requested by the NHJB Director.
- Post open positions, and perform other recruitment functions, and coordinate with the Judicial Branch Director, as needed.
- Facilitate and coordinate performance reviews, increments, performance improvement plans, and discipline (including, for example, recommending withholding an increment or drafting a letter of warning).
- Conduct personnel investigations as requested by the Director and provide support to NHJB management and the Director in ensuring proper notice and procedure.
- On-board new hires, including participation in DOP's Day One orientation after an agenda and materials that incorporate the NHJB materials and information can be prepared in collaboration with the NHJB training coordinator and approved by the NHJB Director.

- Create positions approved by the NHJB Director in NHFirst and oversee creation of positions in ASAP. Audit related entries and, after verification, approve in ASAP and NHFirst.
- Support employees in understanding of and compliance with NHJB personnel rules and benefits, particularly with extended leaves of absence and workers compensation.
- Manage approval process by the Administrative Authority and/or NHJB Director as required by the NHJB Personnel Rules for FMLA, extended leaves of absence for employees, and workers compensation submissions consistent with the NHJB personnel rules.
- Support NHJB Director in responding to union inquiries and respond to union inquiries directly if requested by the NHJB Director. The NHJB Director or designee shall be notified of any union inquiries the same day.
- Enroll NHJB employees in benefits and change benefits enrollments during open enrollment and other appropriate times;
- Manage NHJB NHRS enrollments and assist retiring employees with retirement information and estimates and facilitate necessary paperwork;
- Manage Judicial Retirement enrollments and changes as requested by the Director;
- Provide FMLA and ADA coordination, collaborative processes, and eligibility recommendations to the NHJB Director;
- Recommend and/or arrange for supervisor and performance management training for applicable staff as requested by the AOC Director.
- Conduct staffing and performance analysis in support of the agency's strategic objectives, including preparation of key human resource metrics as requested by the AOC Director.

The Judicial Branch will retain primary responsibility for the following tasks in the short-term as set forth herein above:

- Approval and processing timecards and payroll.