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State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
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Concord, New Hampshire 03301

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February 9, 2018

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a Memorandum of Understanding (MOU) with the NH Liquor Commission in the amount of \$67,100 for the purpose of supporting one part-time human resources employee to provide services as outlined in the MOU to audit and approve human resources transactions originating from the Liquor Commission and to perform job analysis duties related to Liquor Commission positions upon Governor and Council approval, effective July 1, 2018 through June 30, 2020.

Funding for this MOU is available in the SFY 2019 operating budget and contingent upon availability and continued appropriations in SFY 2020 as follows:

02-77-77-771012-10260000 Liquor Commission-Financial Mgt Div-Human Resources

	<u>FY19</u>	<u>FY20</u>	<u>Total</u>
050-500109 Personal Services-Temp	\$31,166	\$31,166	\$ 62,332
060-500611 Benefits-FICA (Temporary)	<u>2,384</u>	<u>2,384</u>	<u>4,768</u>
	\$33,550	\$33,550	\$ 67,100

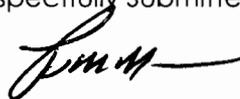
EXPLANATION

The Memorandum of Understanding (MOU) between the NH Liquor Commission and the Department of Administrative Services will allow the Division of Personnel in the Department of Administrative Services to support one part-time human resources employee specifically to audit and approve employee and position transactions, analyze job reclassification materials, approve supplemental job descriptions and perform other human resources duties related to transactions originating from the Liquor Commission. Pursuant to RSA 21-I:42. The part-time employees' work will continue to be supervised by Division of Personnel staff in the Classification Section and/or Central HR Processing Unit.

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The Department of Administrative Services and the NH Liquor Commission requests the approval of this MOU.

Respectfully Submitted,



Joseph W. Mollica, Chairman
NH Liquor Commission



Charles M. Arlinghaus, Commissioner
Department of Administrative Services

MEMORANDUM OF UNDERSTANDING

A. AGREEMENT

This Memorandum of Understanding between the NH Liquor Commission (NHLC) and the Department of Administrative Services (DAS) sets forth the terms and conditions whereby NHLC will pay DAS for the use of one dedicated part-time human resources position: a Human Resources Technician, labor grade 17, to perform human resources transactions related to Liquor Commission employees and positions in compliance with state and federal employment statutes and regulations pursuant to RSA 21-I:42.

B. CONTRACTING

DAS will be responsible for hiring the part-time human resources position, in consultation with NHLC.

C. SCOPE OF WORK

The Human Resources Technician's work assignments will be directed by DAS in conjunction with requests by, and approval of, the NHLC. The HR Technician's ongoing work will be supervised by the Division of Personnel, Classification Section or Central HR Processing Unit.

The HR Technician's duties shall include, but shall not be limited to, the following:

- Audits and approves personnel work units affecting positions and employees for appropriateness of action, completeness and accuracy based on Personnel Rules and applicable Collective Bargaining Agreements.
- Assists with researching and resolving system errors and problems to insure the proper processing of transactions affecting employment status.
- Maintains and makes daily updates to a comprehensive Excel database used to track agency requests.
- Assists Classification Supervisor in generating a financial form used to obtain Governor and Council approval for reclassified Out of Class Series NH Liquor Commission positions.
- Serves as NH Liquor Commission's main point of contact for questions and troubleshooting.

- Other related duties necessary to assist NHLC with relevant human resources activities, transactions or functions concerning NHLC employees and/or positions.
- Due to the nature of the funding source, the HR Technician will be dedicated to NHLC human resources matters only, and not to other unrelated NHLC matters.

D. PAYMENT FOR SERVICES

NHLC shall set aside funds in an amount that will reasonably cover all expected expenses under the MOU, which requires the HR Technician to work not more than 29 hours per week each, plus applicable benefits and other costs associated with these positions.

The HR Technician shall keep track of time worked into DAS's timekeeping system, documenting the matters and the hours worked for NHLC. The timekeeping documentation shall be available for review by NHLC at any time.

NHLC also agrees to pay for training of the part-time position directly related to issues of importance to Division of Personnel human resources activities, provided that this training is at the request or with the prior approval of NHLC.

DAS agrees to provide the HR Technician's computer and computer program licenses. DAS shall provide office space and appropriate furniture for the office.

E. EVALUATION

NHLC and DAS will coordinate their evaluations of the part-time employee by having DAS, Division of Personnel periodically evaluate the employment performance, as it would with any other part-time employee in its office.

Services under this contact must be provided in a manner satisfactory to NHLC and DAS. In the event that NHLC determines that the services are not provided in a satisfactory manner, NHLC shall report its concern to DAS, and DAS shall take appropriate action to address NHLC's concerns. DAS will keep an original evaluation in the part-time employee's personnel file. DAS reserves the right to terminate the part-time employee's employment if necessary upon consultation with NHLC.

F. MISCELLANEOUS

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

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

G. DURATION

The Agreement is effective upon approval of the transfer and expenditure of funds by the Joint Legislative Fiscal Committee and Governor and Council, and shall continue until terminated, subject to the availability of sufficient funds.



Joseph W. Mollica, Chairman
NH Liquor Commission

2/12/18

Date



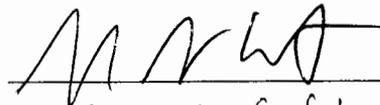
Charles M. Arlinghaus, Commissioner
Department of Administrative Services

2/14/18

Date

Approved by the Attorney General this 15th day of February, 2018, as to form, substance and execution.

OFFICE OF THE ATTORNEY GENERAL



John J. Conforti
Assistant Attorney General