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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
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July 13, 2022

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

REQUESTED ACTIONS

Authorize the Department of Administrative Services (DAS) and the New Hampshire Police Standards and Training (PST) to enter into a Memorandum of Understanding, effective upon approval by Governor and the Executive Council through June 30, 2023, identifying certain human resource management services to be provided by the DAS-Division of Personnel-Human Resources Support Unit in exchange for a total of \$18,364 paid by PST. 100% General Funds.

Funding is available in the SYF 2023 operating budget and contingent upon the availability and continued appropriations in SFY 2023 as follows:

06-87-87-08700-89800000-049-584914; Administration and Standards

049 - 584914; Transfer to Other State Agencies	<u>FY 23</u> \$18,364
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EXPLANATION

In FY 2021, the DAS Division of Personnel (DOP) worked with several agencies to pilot a new approach and unit, called the Human Resources Support Unit (HRSU), for the purposes of providing timely, comprehensive, and accurate human resources (HR) management support services to smaller-sized agencies that cannot support a full HR team on their own. With the loss of their seasoned staff person who previously provided PST with HR support in early July 2022, the PST asked to utilize the HRSU to provide for their human resources management needs in SFY 2023.

The establishment of the HRSU is a component of the DOP's broader plan to modernize the State's personnel management practices. The goals of this plan include, among other activities, enhancing customer service to agencies and employees and developing statewide policies and standard operating procedures to standardize HR practices and ensure legal compliance statewide. This work includes adjusting DOP and agency HR roles to ensure that all agencies receive the top-notch HR services critical to achieving their

missions. The HRSU, which operates under the guidance of experienced and seasoned DOP staff, is a key component of these changes.

The HRSU will provide the PST with a full array of human resource and payroll services including, but not limited to:

- Advising on and entering position and employee transactions.
- Advising on position reclassification needs and processes.
- Coordinating employee reviews and implementing increments.
- Assisting with disciplinary issues and actions.
- Helping employees as needed, including with extended leaves of absence.
- Overseeing timecard submissions for payroll.
- Conducting staffing analysis in support of the agency's strategic objectives.

The PST's participation in the HRSU is formalized through an inter-agency Memorandum of Understanding (MOU). The HRSU MOU between the DAS and the PST identifies the HR support services to be provided and specifies the fee for such services. A copy of the fully executed MOU for SFY 2023 is attached. A separate request will follow to accept and expend the funds provided for under the MOU.

HRSU service fees are based on the number of full- and part-time employees in the agency to be served (using a full-time equivalent (FTE) count where part-time employees are counted as a fraction of an FTE.¹ The HRSU fees support dedicated full- and part-time staff and cover all associated expenses to operate the HRSU. In addition to the staff dedicated to support HRSU participating agencies, existing DOP staff may provide additional support as needed, particularly in areas requiring specialized expertise. Finally, as outlined in the MOU, DOP will work with PST to evaluate the HRSU service provided and address any HRSU performance and service delivery concerns.

As noted in prior submissions, DOP continues to work with other smaller agencies to incrementally move their HR responsibilities to the HRSU, at the discretion of each agency.

The Department of Administrative Services requests approval of this MOU.

Respectfully submitted,



Charles M. Arlinghaus

¹ The number of full-time equivalent employees served by the HRSU is determined by counting regular part-time staff as 0.5 of a full-time employee, and per diem part-time staff at 0.15 of a full-time employee. This adjustment reflects the reduction in services and support required by part-time employees.

MEMORANDUM OF UNDERSTANDING

A. AGREEMENT

This Memorandum of Understanding (MOU) between the NH Police Standards and Training Council (PST) and the NH Department of Administrative Services (DAS) sets forth the terms and conditions for provision of certain human resource support services for the PST by staff within a Human Resources Support Unit (HRSU) under the DAS Division of Personnel (DOP). In exchange for such services, PST will pay \$18,364 in FY 2023 to DAS.

B. STAFF AND SUPERVISION

DAS will provide human resources staff within the HRSU, under the direction of DOP personnel, with appropriate knowledge and experience to provide the necessary human resource functions as outlined in this agreement. DAS' DOP will be solely responsible for hiring and supervising such employees. DOP staff will assign and approve work tasks, approve leave requests, assign training, and approve timesheets for HRSU position(s) supporting DOE.

DAS is responsible for ensuring that the HRSU is adequately staffed to provide satisfactory human resources support services to PST, and other agencies served by the HRSU.

C. SCOPE OF WORK

Human resource support requests from PST shall be coordinated through a single designated liaison position within DOE. The liaison will work directly with DOP's Human Resource Specialist – Generalist overseeing the HRSU staff. Several staff persons, who comprise the HRSU staff under the direction of DOP's Human Resource Specialist – Generalist, will provide support services.

Human resource support services provided by HRSU staff shall include, but not be limited to:

- Prepare and enter employee and position transactions in compliance with applicable Personnel Rules and Collective Bargaining Agreements.
- Manage PST personnel files.
- Research and resolve system errors and problems to ensure proper processing of transactions affecting employment status and pay for employees.
- Manage timecard submission and payroll processing.
- Prepare initial job reclassification request materials.
- Advise on and finalize reclassification materials and coordinate their review with the DOP's Classification Section.
- Revise supplemental job descriptions, post open positions, and perform other recruitment functions, including certification of candidates; preparation of hiring waivers, and coordination with the PST Business Office and DAS Budget Office, as needed.

- Provide administrative assistance to PST to coordinate performance reviews, increments, individual development plans, and discipline (including, for example, withholding an increment or a letter of warning).
- On-board new hires, including participation in DOP's Day One orientation.
- Support employees in understanding of and compliance with human resource rules and benefits, particularly with extended leaves of absence and workers compensation.
- Manage extended leaves of absence for employees and workers compensation submissions.
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- Provide advice for agency management on human resources management policy and procedures, including employee safety, wellness, and awards/recognition programs.
- Recommend and/or arrange for supervisor and performance management training for applicable staff.
- Conduct staffing and performance analysis in support of the agency's strategic objectives, including preparation of key human resource metrics.

PST will approve and pay for any for-fee training for PST staff.

DOP and PST will work to resolve any issues regarding allocation of responsibilities between the agency and the HRSU under this MOU.

D. PAYMENT FOR SERVICES

DAS-DOP will cover all employee-related costs for staff within the HRSU including salary, benefits, computer and telephone equipment and access, software licenses, office space, appropriate furniture for the space, access to printer/copiers and office supplies, and supervision.

PST will pay \$4,591 per quarter in FY 2023 to DAS-DOP for provision of human resources management support provided by HRSU staff. DAS-DOP will invoice quarterly for payment.

E. EVALUATION AND QUALITY ASSURANCE

Human resource support services provided under this MOU must be performed in a manner that is satisfactory to DOE. If PST determines that services provided are not satisfactory, the PST liaison will first attempt to resolve the issue with the DOP Human Resources Specialist – Generalist. If those efforts are not successful, the concern shall be brought to the attention of DOP senior management (Director or Deputy Director). DOP senior management will take appropriate action to address any concern.

The DOP HRSU supervisor will evaluate the performance of HRSU staff. In evaluating HRSU staff, the supervisor will solicit input from other DOP personnel as well as from those agencies served by the HRSU. If HRSU staff do not perform satisfactorily, DAS will coordinate with agencies served by the HRSU in taking any disciplinary action, including termination, as needed.

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 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 upon approval by the Governor and Executive Council, and shall continue until June 30, 2023, unless otherwise terminated, subject to continued availability of sufficient funds.

H. TERMINATION

Either party can terminate this agreement with 45 days written notice to other party, or any time mutually agreed to by the parties. Upon termination of the agreement, PST will resume responsibility for any and all required human resources management functions. In addition, PST will no longer be obligated to pay the HRSU service fee beginning the month immediately following the effective date of the termination of this agreement.

L. SIGNATORIES



John V. Scippa, Director
NH Police Standards and Training Council

7/13/22
Date




Charles M. Arlinghaus, Commissioner
Department of Administrative Services

7/13/22
Date

Approved by the Attorney General this 15th day of July, 2022, as to form, substance, and execution.

OFFICE of the ATTORNEY GENERAL



Signature

Stacie M. Moeser, Assistant Attorney General
Printed Name and Title